

I agree and understand that:

- 1) Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties are to be consumed only by my companion animal. They are not for human consumption.
- 2) I will maintain in confidence any information I receive about Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties – such as, what they're made of, any veterinarian's observations of their beneficial effects, and any information received from VINTEK NUTRITION, LLC.
 - a) I acknowledge and agree that the information I receive about Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties are proprietary to and a valuable trade secret of VINTEK NUTRITION, LLC and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to VINTEK NUTRITION, LLC.
 - b) At all times, I shall protect the information I receive about Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties with at least the same degree of care that would be used by a reasonable and prudent businessperson in protecting valuable trade secrets.
 - c) This obligation to confidentiality will terminate the earliest of: i) the date on which the confidential information enters the public domain through no fault of my own, as evidenced by a printed publication of general circulation; ii) I obtain the information without any obligation of confidentiality from a third party who has the right to disclose such information; iii) 3 years after the date of this agreement.
- 3) I will not conduct any analysis of the content of (reverse engineer) Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties nor will any member of my household. I will not provide them to any person outside my household. I have no claim of ownership or license or other right to Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties or any information about them.
- 4) By acceptance below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:
 - a) Waive any claim or cause of action against and release from liability VINTEK NUTRITION, LLC, individually and jointly, for injuries to my person, my companion animal(s), or property resulting from Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties or their consumption;
 - b) Agree to indemnify and hold harmless VINTEK NUTRITION, LLC, individually and jointly, any claims, causes of action, or liability to me or to any other person arising from Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties or their consumption; and

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY CHECKING THE BOX FOR PURCHASE, AND HAVE CHECKED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

- 4) This Agreement is made in the State of South Dakota and shall be governed by the laws of the State of South Dakota. I hereby submit to the jurisdiction of the South Dakota courts, both state and federal. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding between the parties (whether written or oral) relating thereto. No modification shall be effective unless made writing and signed by duly authorized representatives of both parties.
- 5) In return for making this agreement I have received Dia-Treaties, Sterling Coat-Treaties and Vitali-Treaties for my companion animal.

This agreement is effective as of the day of the purchase(s).