

## EXHIBIT B

### FORM OF CONFIDENTIALITY AGREEMENT

#### CONFIDENTIALITY AGREEMENT

This Agreement (“Agreement”) is entered into of this \_\_\_ day of October, 2020, by Dr. Sebi’s Office, a California corporation, by and through its agent, Braunco, Inc. (“Agent”), and \_\_\_\_\_ (“Potential Buyer” or “you”), with respect to the following facts, covenants and agreements:

Agent has been retained as the exclusive advisor to Dr. Sebi’s Office, for itself and its nominees and assigns (in its capacity as lender, the “Secured Party”, and its capacity as issuer of the stock subject to the Transaction, the “Issuer”), to assist in the foreclosure sale of the Secured Party’s Collateral comprised of (i) 2,000,000 shares of common stock in Issuer held by Alfredo Bowman (“Debtor”). The disposition of the Collateral will be conducted by public sale pursuant to applicable provisions of Article 9 of the Uniform Commercial Code as in effect in California. This Agreement is being executed and delivered by the Agent as the authorized representative of Secured Party, which shall be a third party beneficiary of this Agreement and entitled to enforce it.

As a potential bidder at the foreclosure sale (the “Transaction”), through Agent, Secured Party is making available upon request, financial information that contains non-public, confidential and proprietary information, subject to execution of this Confidentiality Agreement. All non-public, confidential and proprietary information (regardless of the manner or form in which it is obtained, including all written, oral, and electronic communications) furnished before, on, or after the date hereof by the Agent or any of its Representatives (as defined below) to Potential Buyer or Potential Buyer’s Representatives, and all analyses, memos, compilations, or other documents prepared by Potential Buyer or its Representatives that are based upon or derived from such information (or summaries thereof) in whole or in part are hereinafter referred to as the “Confidential Information.” The term “Confidential Information” will not, however, include Confidential Information that, upon competent proof: (i) is or becomes publicly available other than as a result of a direct or indirect breach of this Agreement by Potential Buyer or its Representatives; (ii) is wholly and independently developed by Potential Buyer without the use of any Confidential Information, and without otherwise violating Potential Buyer’s obligations hereunder; (iii) is already in Potential Buyer’s possession on a non-confidential basis prior to any disclosure hereunder. “Representatives” means, with respect to a party hereto, its interest holders, directors, managers, officers, employees, attorneys, accountants and consultants.

In consideration for, and as a condition to, such Confidential Information being furnished to Potential Buyer and its Representatives, Potential Buyer hereby agrees that:

1. Confidentiality. The Confidential Information will be used solely in connection with the facilitation, evaluation and/or completion of a possible Transaction. Accordingly, Potential Buyer (i) shall keep the Confidential Information confidential and will not, without the Agent’s prior written consent, disclose any Confidential Information in any manner whatsoever, and (ii) will not use any Confidential Information other than for the purpose of evaluating the Transaction; provided, however, that Potential Buyer may disclose the Confidential Information (x) to its Representatives who (a) need to know and will utilize the Confidential Information solely in connection with Potential Buyer’s evaluation of the Transaction, (b) are informed by Potential Buyer of the confidential nature of the Confidential Information, and (c) shall maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement, or (y) pursuant to paragraph 2 below. Potential Buyer shall be responsible for any failure to comply with the terms of this Agreement by any of its Representatives which if done by Potential Buyer would itself be a breach of this Agreement, and Potential Buyer agrees to take all

reasonable measures (including court proceedings) to restrain its Representatives from disclosure or improper use of the Confidential Information or breach of this Agreement.

2. Third Party Requests to Disclose Confidential Information. If Potential Buyer is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information or the details thereof, Potential Buyer shall, to the extent legally permissible, promptly notify the Agent in writing. If the Agent, Secured Party or any Representative of Secured Party seeks a protective order or other remedy, Potential Buyer shall cooperate with it or them, including at its or their request by not disclosing the Confidential Information prior to the deadline for production thereof (including any available extensions of such deadline). If following such notice no such protective order or other remedy is obtained prior to the deadline for production thereof (including any available extensions of such deadline), Potential Buyer may furnish only that portion of the Confidential Information which its counsel advises is legally required to be furnished and will exercise all reasonable efforts to obtain assurance that the Confidential Information will be accorded confidential treatment.
3. Communication Protocols. Neither Potential Buyer nor its Representatives will initiate or maintain contact with either Issuer, any direct or indirect subsidiary thereof, or any of their respective Representatives, regarding the Transaction, the Collateral or the business, operations, prospects or finances of Issuer or Issuer's assets, except with the express written permission of the Agent. You will submit all (i) communications regarding a possible Transaction; (ii) requests for additional Confidential Information; and (iii) questions regarding procedures, in each case, only to those persons designated by the Agent, which as of the date hereof, shall be limited to Todd Wohl at [todd@braunco.com](mailto:todd@braunco.com); (866) 568-6638, ext. 100. Without limiting the generality of the foregoing, without the prior written consent of the Agent, you hereby represent that you have not and agree that you shall not, directly or indirectly, consult with or share Confidential Information with, or enter into any agreement, arrangement or understanding, or any discussions which might lead to any agreement, arrangement or understanding, regarding the Transaction or an alternative transaction, with any co-investor or source of equity financing (including with the Issuer, any interest holder, guarantor, director or indirect subsidiary thereof, or any Representative of any of the foregoing).
4. Transaction Information. Potential Buyer will not, and will direct its Representatives not to, disclose to any person (i) the existence of this Agreement; (ii) that any Confidential Information has been requested by, or made available to, you or your Representatives; (iii) that discussions or negotiations are taking place concerning a possible Transaction; or (iv) any terms or conditions with respect to any possible Transaction, including the status of any potential Transaction (collectively, "Transaction Information"). Notwithstanding the foregoing, you may disclose Transaction Information (x) to your Representatives, or (y) to the extent such disclosure is required by applicable law or regulation, or by legal or regulatory process (provided that it is made in accordance with paragraph 2 above). Transaction Information is deemed Confidential Information for all purposes of this Agreement.
5. Termination of Interest; Return or Destruction of Confidential Information. If Potential Buyer determines not to proceed with the Transaction, you will promptly notify the Agent of that decision. In that case, or at any time upon the request of the Agent for any reason, you will either (i) promptly destroy all copies of the Confidential Information in your or your Representative's possession or (ii) promptly deliver to the Agent at your own expense all remaining copies of the Confidential Information in your and your Representative's possession; provided, however, that you may retain one archival copy of the Confidential Information for your files to the extent required by applicable law, rule or regulation or to comply with your bona fide written record retention policy. In addition, you agree promptly to certify to the Agent that you have complied with your obligations under this paragraph. You may also privately disclose your business

records (including documents containing Confidential Information) to your financial regulatory authorities without notice to the Agent or Issuer in connection with customary examinations and inquiries with respect to your business not specifically targeted at them, the Confidential Information or the Transaction. Notwithstanding the return or destruction of the Confidential Information, you and your Representatives will continue to be bound by your obligations hereunder.

6. Non-Reliance. Each party understands and acknowledges that neither party nor any of either party's Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Potential Buyer agrees that neither Secured Party nor Agent, nor any of their Representatives, shall have any liability relating to or resulting from Potential Buyer's or its Representatives' use of the Confidential Information or any errors therein or omissions therefrom.
7. No Obligations. Potential Buyer understands and agrees that no contract or agreement providing for the Transaction shall be deemed to exist unless and until a Definitive Agreement (defined below) has been executed and delivered (other than this Agreement), and Potential Buyer waives, in advance, any claims (including breach of contract and tortious interference claims) in connection with the Transaction, unless and until a Definitive Agreement shall have been entered into (other than any claims arising out of this letter agreement). Potential Buyer further acknowledges and agrees that (i) the Agent and its Representatives will be free to conduct the process, if any, for the Transaction as the Agent in its sole discretion determines (including negotiating with any prospective purchasers or facilitating entry into a Definitive Agreement by a purchaser other than you, without prior notice to you) is commercially reasonable, (ii) any procedures relating to a Transaction may be changed at any time without notice to you, and (iii) the process relating to a Transaction may be terminated at any time or for any reason. The term "Definitive Agreement" means a written contract executed by all parties thereto for the Transaction, which contract binds the parties thereto to close such Transaction or a bill of sale, and does not include an executed letter of intent or any other preliminary written agreement, nor does it include any written or verbal acceptance of an offer or bid.
8. Specific Performance. You acknowledge that money damages would be inadequate to protect against any breach of this Agreement and, without prejudice to any other rights and remedies otherwise available to the Agent or Secured Party or any other person who has the right to enforce this Agreement, such person or entity shall be entitled to injunctive or other equitable relief or remedy to prevent any breach of this Agreement by you or any other person or entity. You consent to entry of an order by a court of competent jurisdiction finding that the Agent or such other person has been irreparably harmed as a result of any such breach and to the granting of injunctive relief without proof of actual damages as a remedy for any such breach. You further agree that no bond or other security shall be required in obtaining such injunctive relief. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this Agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that you or any of your Representatives have breached this Agreement, then you will reimburse the Agent and Secured Party for the reasonable legal fees and expenses incurred by them in connection with enforcing its or their rights hereunder, including any appeal therefrom.
9. No Waiver. The parties agree that no failure or delay by the Agent in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

10. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to conflict of law provisions. The parties hereto agree that any action, suit, or proceeding arising out of or relating to this Agreement shall be brought in a state court of California, situated in the City of Los Angeles or a federal court of the United States of America located in Los Angeles, California. You hereby irrevocably consent to submit to the exclusive jurisdiction of such courts for such limited purpose and agree (i) not to commence any such action, suit or proceeding except in such courts, (ii) to waive any defenses as to personal jurisdiction of such courts over you and (iii) that service of any process, summons, notice or document by U.S. registered mail to your address set forth above shall be effective service of process for any such action, suit or proceeding brought against you in any such court. You hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in the courts of the State of California or the United States of America located in the City and County of Los Angeles, as applicable, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
11. Interpretation. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this letter agreement, which shall remain enforceable to the fullest extent permitted by law.
12. Miscellaneous.
- a. This Agreement contains the entire agreement between you and the Agent concerning the confidentiality of the Confidential Information, superseding any prior written or oral conversations or agreements in this regard, and shall be binding upon you and the Agent's respective affiliates, successors and permitted assigns, and your Representatives. This Agreement may not be assigned by the Agent or you without the written consent of either party; provided, the Agent may assign or transfer this Agreement to the Secured Party, and to any person or entity that, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of its or their applicable assets or business, respectively. Except as expressly set forth herein, there are no third party beneficiaries of this Agreement other than Secured Party. No amendment or modification of this Agreement or waiver of the terms and conditions hereof will be binding upon you or the Agent, unless approved by written consent of the Agent, which consent must specifically refer to the provision or provisions to be amended or waived and explicitly make such waiver or amendment. Any attempted waiver or modification in violation of this provision shall be void.
  - b. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. This Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic mail transmission. Such facsimile or electronic mail signature shall be treated in all respects as having the same effect as an original signature.

Please confirm your agreement with the foregoing by signing and returning one copy of this Agreement to the undersigned, whereupon this Agreement shall become a binding agreement between you and the Agent.

Very truly yours,

BRAUNCO, INC.  
in its capacity as Agent on behalf of the Secured  
Party

By: \_\_\_\_\_  
Name: Todd Wohl  
Title: \_\_\_\_\_

Accepted and agreed as of the date first written above:

[POTENTIAL BUYER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone number: \_\_\_\_\_