

OMEGA TECH LABS INC. CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the _____
by and between

("Customer")

and **Omega Tech Labs Inc, of Boise, Idaho** ("Omega").

1. Confidential Information of Both Parties

Customer proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Omega. Confidential Information shall include all data, materials, products, technology, specifications, manuals, business plans, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Omega by Customer. The main purpose of this agreement is to have Omega keep Customer's information reasonably confidential. It is understood that Omega is also in the business of designing, formulating, manufacturing, trade marking, patenting, marketing and selling products similar to Customer, therefore similarities may exist.

Omega proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Customer. Confidential Information shall include all data, materials, products, technology, specifications, manuals, business plans, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Customer by Omega. Customer agrees to not engage in or duplicate, manufacture or participate in a competitive situation with information customer learns from Omega unless Omega allows it in writing. The main purpose of this agreement is to have Customer keep Omega's information reasonably confidential.

In the event that the Confidential Information is or becomes the subject of a patent application, patent, copyright application, or copyright, the Customer agrees and understands that Omega will have all the rights and remedies available to it under the law as a result of said patent applications, patents, copyright applications, or copyrights, and that disclosure of such Confidential Information to the Customer does not in any way effect those right and remedies

It is understood by the Customer that the Confidential Information disclosed hereunder may relate to products that are, under development or planned for development. OMEGA DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NONINFRINGEMENT, AND ANY EXPRESS WARRANTY WITH RESPECT TO ANY OF THE CONFIDENTIAL INFORMATION AND DOCUMENTATION DISCLOSED HEREUNDER. Omega accepts no responsibility as a result of any expenses, losses, damages, or actions incurred or undertaken by the Customer as a result of the Omega's receipt or use of any Confidential Information or Documentation

2. Obligations of Omega

A. Omega agrees that the Confidential Information is to be considered confidential and proprietary to Customer and Omega shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Customer, and shall disclose it only to its officers, directors, or employees with a specific need to know. Omega will make honest,

reasonable efforts to not disclose, publish or otherwise reveal any of the Confidential Information received from Customer. However, it is understood that certain vendors to Omega may need to know some aspects of the Customer information in order for Omega to fully accomplish the assigned task.

B. Confidential Information furnished in tangible form shall not be duplicated by Omega except for purposes of this Agreement. Upon the request of Customer, Omega shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At Omega's option, any documents or other media developed by the Omega containing Confidential Information may be destroyed by Omega. It should be known that certain government regulatory and/or reporting files and information cannot be destroyed; they must be kept for auditing purposes.

3. Term

The obligations of Omega herein shall be effective three (3) years from the date Customer last discloses any Confidential Information to Omega pursuant to this Agreement.

4. Other Information

Omega shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Omega; is rightfully received by Omega without obligations of confidentiality; or is developed by Omega without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after notice of intent to disclose is given to Customer along with the asserted grounds for disclosure.

5. No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. Confidential Information may pertain to prospective or unannounced products

6. No Publicity

Omega agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Customer except with the specific prior authorization of Customer.

7. Legal Fees and Expenses.

The parties hereby agree to submit any dispute between them relating to this agreement and its formation, breach, performance, interpretation and application which can not be resolved within 60 days of written request to be set forth to mandatory arbitration under the following terms and conditions:

Arbitration will be conducted in Boise, Idaho USA in accordance with the rules of the American Arbitration Association. Each party will be entitled to discovery by request for admission by request for production of documents and by deposition of no more than seven (7) individuals, but by no other means.

There will be three (3) arbitrators, and each will have the knowledge of and experience in dealing with the personal careproducts distribution industry. Arbitrator's Powers. In arbitrating any Dispute, the powers and authorities of the arbitrator shall include the power and authority to grant such equitable relief (including injunctive relief) as may be appropriate under the circumstances in accordance with section (b) below and applicable law. The decision or award of the arbitrator shall be binding upon the Parties and shall be enforceable by judgment entered in a court with jurisdiction. The arbitrator shall determine the prevailing Party in the arbitration and shall include in the award all expenses of resolving the Dispute, as provided in Section (b) below.

Other. Subject to the foregoing provisions of this Section: any litigation shall be initiated and maintained only in the state and federal courts in Boise, Idaho USA, which all Parties agree are and shall be a convenient forum; and the prevailing Party in any arbitration, administrative, judicial or other proceeding to enforce or interpret any provision of this Agreement shall be entitled to recover and shall be awarded all reasonably incurred expenses of resolving the Dispute, including all arbitrator's fees, attorneys' fees, expert witness fees and all other expenses, regardless of whether the Party prevails by abandonment, award, pretrial motion, voluntary dismissal, final judgment, appeal or otherwise, and the same may be recovered in the same proceeding or in a subsequent proceeding.

All discovery will be completed, and the arbitration hearing will commence, within ninety (90) days after appointment of the arbitrators. Unless the arbitrators find that the exceptional circumstances justify delay, the hearing will be completed, and an award will be rendered in writing, within one hundred and twenty (120) days after the commencement of the hearing.

The award rendered in arbitration will be final and binding and may be entered and enforced in any court of competent jurisdiction. The arbitrators may include in the award the prevailing parties cost of arbitration and reasonable attorney's fees. The provisions of this Legal Fee and Expenses section shall survive any expiration or termination of this Agreement.

7. No Collateral Warranties.

Each party states that in entering into this Agreement, it has not relied upon any statement, representation, warranty or condition made or given by any other party or by any person on behalf of any other party in respect of the subject matter of this Agreement other than those expressly contained in this Agreement.

8. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of Idaho. Any dispute arising in connection with the interpretation of this Agreement or the performance thereof shall be settled between the Omega and Customer with mutual cooperation in good faith.

9. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

10. **No Assignment**

Omega may not assign this Agreement or any interest herein without Customer's express written consent.

11. **Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will be subject to the courts judgment.

12. **Notices**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Customer: _____

If to Omega:

**Omega Tech Labs Inc.
5069 Alworth St.
Boise, Idaho 83714 USA**

13. **No Implied Waiver.**

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof. The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.

14. **Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Customer

Omega Tech Labs Inc.