NON-DISCLOSURE AND NON-CIRCUMVENTION AND NON-COMPETE AGREEMENT

 This AGREEMENT made this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ , by and between Omega Tech Labs, Inc with its principal place of business at 5858 W. Franklin Rd, Boise, Idaho USA 83709 (“Omega”) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”) (or, any company it is affiliated with via stock ownership or common management. It’s place of business at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Recitals:**

1. Omega has entered into discussions with Customer for distribution of certain packaged goods (“Products”) for the Customer.
2. Such discussions will require Omega to disclose certain of its Confidential Information, as defined below to Customer.

 NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, Omega and Customer agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms, as used herein, shall have the following meanings:
	* 1. the term “Information” shall mean all information relating to the products, business, assets, financial condition or prospects of either party (the “Disclosing Party”), including technical information, whether in written or oral form, technical know-how, specifications for the Products, quality standards, formulas, instructions, procedures and manufacturing processes and marketing plans, that has been or may hereafter be furnished to the other party (the “Receiving Party”); and
		2. the term “Confidential Information” shall mean all Information that: (A) if in written or other tangible form, is clearly designated as “Confidential” or “Proprietary,” or words to that effect; (B) if disclosed orally, is identified as confidential at the time of its disclosure and reduced to a writing designating such Information as “Confidential,” or words to that effect, that is delivered to the Receiving Party promptly following such oral disclosure; or (C) the Receiving Party should reasonably conclude that the Disclosing Party’s confidential information, including information concerning Omega’s business, manufacturing processes and customers that are unrelated to the Products.
2. Protection of Confidential Information. Each Receiving Party shall, with respect to any Confidential Information received by it from the Disclosing Party, for a period of three years:
	* 1. hold such Confidential Information in confidence and use it only for the purpose of determining whether to enter into an agreement for the production of the Products (the “Project”);
		2. not reverse engineer, or engage any other person or entity to reverse engineer, the Confidential Information;
		3. use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own proprietary and confidential information;
		4. not disclose any Confidential Information to any third party (other than directors and officers of the Receiving Party, employees of the Receiving Party involved directly with the Project and the transactions contemplated thereby, and counsel and financial advisors to the Receiving Party, all of whom shall be informed of the confidential nature of the Confidential Information), without the prior consent of the Disclosing Party; and
		5. except to the extent required to comply with governmental regulations, promptly return the Confidential Information received in any tangible form to the Disclosing Party at the request of the Disclosing Party and retain no reproductions, copies, extracts or summaries of any Confidential Information.
3. Limitations.
	1. The Receiving Party shall not be obligated to treat Information as Confidential Information if such Information:
		1. (A) was rightfully in the Receiving Party’s possession or was rightfully known to the Receiving Party prior to the receipt from the Disclosing Party, (B) was or is commonly known or applied in connection with the manufacture or production of food/beverage products, or (C) is the same or substantially similar to specifications (including texture, taste, shape, coating, or color) of products manufactured or sold by the Receiving Party or other manufacturers or sellers;
		2. is independently developed by the Receiving Party, provided that the burden of proof of such independent development shall be on the Receiving Party;
		3. is or becomes publicly known without the fault of the Receiving Party; or
		4. is or becomes rightfully available to the Receiving Party without confidential restriction from a source not bound by a confidentiality obligation to the Disclosing Party.
		5. In addition, notwithstanding the generality of Sections 2 and 3 hereof,nothing herein shall prevent the Receiving Party from disclosing all or part of the Confidential Information that it is legally compelled to disclose (by oral deposition, interrogatories, request for information or documents, subpoena, civil investigative demand, or any other process); provided, however, that before any such disclosure by the Receiving Party, it shall notify the Disclosing Party in writing of any such order or request to disclose and cooperate with Disclosing Party (at Disclosing Party’s cost) with respect to any procedure sought to be pursued by Disclosing Party in protecting against such disclosure.
4. Termination. The obligations of confidentiality and other restrictions imposed under Section 2 hereof shall terminate with respect to each item of Confidential Information only when such Confidential Information may be disclosed pursuant to Section 3 hereof.

5. Non-Circumvention

Customer will undertake not to directly contact, deal with, transact business with, or otherwise be involved with any Corporation, Partnership, Proprietorship, Trust, Individual, or other Entity introduced by either Omega without the specific written permission of the Introducing party.

Customer shall take reasonable steps to ensure that their Employees, Agents, Representatives, Officers, Independent Contractors Shareholders, Principals, and other Third parties also abide by the provisions of this agreement

6. Non-Compete

At no time shall the customer engage in, or cause any manufacturers, other than Omega, to engage in the manufacturing and/or packaging of Products which are part of, or derived from or similar to Omega’s Product line.

7. Authority

Each of the persons executing this Agreement represents and warrants that it is authorized to execute this Agreement and the entity on whose behalf they are signing is bound by the terms hereof.

1. Waiver or Modification. Any waiver, alteration or modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by the parties hereto. Waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
2. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
3. Prior Agreements. This Agreement supersedes all prior agreements, amendments, memoranda, representations or understandings, whether written or oral, with respect to the subject hereof between the parties hereto.
4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties may execute this Agreement, individually or in a representative capacity, and forward an executed counterpart signature to one or more other parties by telecopy, overnight express or other means, and the party or parties receiving such executed counterpart signature shall be authorized to attach it hereto as the legal and valid signature of such executing party. The party or parties receiving such executed counterpart signature shall be able to rely on the validity of such executed counterpart signature as fully as if the original of such signature was affixed hereon. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.
5. Descriptive Headings. The descriptive headings for the sections in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
6. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

14. Disputes and Mediation. The parties hereby agree to submit any dispute between them relating to this agreement and its formation, breech, 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.

The provisions of this Legal Fee and Expenses section shall survive any expiration or termination of this Agreement.

**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.

**NO PROHIBITIONS**

Customer represents and warrants that it is under no prohibitions or restrictions that would prohibit or restrict it from entering into this Agreement or prevent it from performing their respective duties hereunder.

 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at Boise, Idaho, USA as of the date first set forth above.

“Omega” Customer:

Omega Tech Labs, Inc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5858 W. Franklin Rd.

Boise, Idaho, USA 83709

1-208-375-5054

Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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