



Confidentiality / Non-Disclosure Agreement

This agreement is entered into this ____ day of _____ 20____, by and between Aroma Alternatives® Ltd. Co. and the entity listed at the bottom of this Agreement ("Customer").

This agreement sets forth the terms and conditions applicable to Customer who has signed into contract for Aroma Alternatives® to produce their product.

Whereas the Customer possesses certain information relating to formulating and production of their proprietary products that is confidential and proprietary to Customer and

Whereas Aroma Alternatives® is willing to receive disclosure of the confidential information pursuant to the term of this agreement for the purpose of a possible contract manufacturing opportunities;

1. In consideration of each of the parties disclosing to the other Confidential Information for the Purpose the parties hereby undertake that they shall:

- i. not communicate, disclose or make available all or any part of the Confidential Information to any third party;
- ii. not directly or indirectly use, or permit others to use, the Confidential Information other than for the Purpose;
- iii. not make any announcement or disclosure in connection with the Confidential Information or the Purpose without the prior written consent of the other party.

2. The obligations of confidentiality and non-use will not apply with respect to any of the following:

- i. information which is generally available to the public at the date of this agreement;
- ii. information already known to the party at the time of disclosure;
- iii. information which is subsequently disclosed by third parties having no obligations of confidentiality;
- iv. information which is or becomes generally available to the public in printed publications in general circulation through no act or default on the part of the parties or their agents, employees or professional advisers.

3. Without prejudice to the generality of clause 2 information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it may be of commercial interest and a combination of two or more parts of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate part being so available.



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4. The parties shall each ensure that all measures necessary are taken to secure the confidentiality of the other party's Confidential Information including but not limited to:

- i. keeping separate all Confidential Information and all information generated based on the Confidential Information from all other documents and records;
- ii. keeping all documents and any other material bearing or incorporating any of the Confidential Information at the party's usual place of business;
- iii. allowing access to the Confidential Information only to those employees and/or to the professional advisers who have reasonable need to see or use it for the Purpose and informing each of the said employees and professional advisers of the confidential nature of the Confidential Information and of the obligations in respect of the Confidential Information and ensuring such employees and professional advisers comply with the confidentiality and non-disclosure obligations contained in this agreement;
- iv. obtaining from employees having access to the Confidential Information their undertakings to maintain the same as confidential and taking such steps as may be reasonably desirable to enforce such obligations;
- v. delivering all documents and other materials in the possession, custody or control of the party, its agents, employees or professional advisers that bear or incorporate any part of the Confidential Information of the other party.

5. The failure by either party to enforce at any time anyone or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

7. All rights in the Confidential Information are reserved by the party to which it belongs and no rights or obligations other than those expressly set out in this agreement are granted or to be implied from this agreement. In particular no license is granted directly or indirectly by this agreement relating to any invention, discovery, patent, copyright or other industrial or intellectual property right now or in the future held, made, obtained or licensable by either party.

8. The rights, duties and obligations of the parties and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of United States and the parties hereby submit to the non-exclusive jurisdiction of the US Courts.

