



## NON-DISCLOSURE, NON-COMPETE AGREEMENT

This Non-Disclosure & Non-Compete Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011 is between \_\_\_\_\_ (herein referred to as The Client) and Sarati International, Inc., herein referred to as SARATI, who desire to investigate the possibility of a business arrangement relating to the manufacture of custom proprietary formula herein referred to as Product, manufactured by SARATI for the exclusive use by the CLIENT.

THE CLIENT wishes to receive samples of their formulation for the purpose of (1) evaluating the effectiveness of the products, and all pertinent information that supports the claims; (2) desires to have samples that will be approved with Client providing the formulations, and if they do not have the formulas there will be a formulation fee, per product, starting at \$2500.00 but not to exceed \$5,000.00.

The Parties listed above hereby agree to the following terms as they relate to the disclosure of information considered proprietary by THE CLIENT. THE CLIENT and SARATI contemplate various communications and/or meetings which will involve disclosure by THE CLIENT to SARATI of a certain formula and product information in written, oral, electronic, photographic and/or business evaluation of the aforementioned business arrangement (collectively "Information").

For an indefinite period from the date of this agreement, SARATI shall not directly or indirectly disclose, sell or give any information it receives from THE CLIENT that is marked PROPRIETARY (or comparable legend) to any person, firm, or corporation, or use the information for its own benefit, except for the purpose described above, without the express written consent of THE CLIENT.

It is the intention of both parties, that SARATI agrees to not sell the same formulation to any other client, or will not offer PROPRIETARY information to any other persons who are or have been in its employ by securing a Non-Disclosure Agreement with any employee or person who may have access to proprietary information. Furthermore, SARATI agrees not to use, disclose, or reproduce any such information without the specific written approval of THE CLIENT.

This Agreement shall not apply to SARATI'S information or materials which (a) have been or subsequently are, through no fault of SARATI , disclosed in a publicly available source; (b) are now in the rightful possession of SARATI free of any obligation of confidentiality; (c) have been or subsequently are rightfully disclosed to SARATI by any third party free of any obligation of confidentiality; (d) are independently developed by SARATI without reference to, or misuse of, information or materials provided by THE CLIENT, or (e) SARATI is required to disclose to the extent required by any regulatory authority, court of competent jurisdiction acting in pursuance of its powers, or government agency lawfully requesting the same. With regard to subparagraph (d), SARATI shall have the burden of proving by a standard as established by a court of competent jurisdiction evidence that such development was made independently without reference to, or misuse of THE CLIENT'S information of materials.

Should any dispute arise from or related to matters covered by this Agreement, the parties agree first to attempt to resolve the matter in confidential, private meetings between the parties. If this fails to produce a mutually satisfactory resolution, the parties shall, as an alternative to litigation, enter into legally binding arbitration. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of the matters covered by this Agreement and expressly waive their right to file a law suit or claim against one another for such disputes, except to enforce arbitration decision or the provisions of this paragraph.

CLIENT

Address:

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

\_\_\_\_\_  
Barbara Creighton - President  
SARATI INTERNATIONAL, Inc.  
27502 Ted Hunt Road  
Los Fresnos, TX 78566  
956-233-5001  
FAX: 956: 233-1893

DATED: \_\_\_\_\_