

NON-DISCLOSURE AGREEMENT

This Non Disclosure Agreement entered into on this _____20____, is between _____ (herein referred to as The Client) and Sarati International, Ltd., herein referred to as SARATI, who desire to investigate the possibility of a business arrangement relating to the manufacture of proprietary formulas of THE CLIENT. SARATI wishes to receive this information for the purpose of (1) evaluating the concept, and all pertinent information, and (2) making a decision to request a quotation for THE CLIENT concerning the cost of manufacturing the products on behalf of THE CLIENT.

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. SARATI shall also endeavor to prevent any unauthorized disclosure or use of PROPRIETARY information by 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

Barbara Creighton President / CEO
SARATI INTERNATIONAL, Ltd.

DATE: _____