

NON-DISCLOSURE AGREEMENT

Article 1.

Parties

Discloser

Recipient

Microformulation Cosmetic Consulting

ATTN: Mark Fuller

1808 Westchase Drive

Charleston, SC 29407

Article 2. Background

Discloser possessed certain proprietary, technical and other information (collectively the Information relating to the design, development and marketing of various products. Discloser is willing to disclose the Information to Recipient for the sole purpose of discussing cost reduction studies, sourcing and source evaluation, product design and engineering, prototyping, pricing and negotiation, production planning and management, contract manufacturing, logistics, quality control and claim management.

Article 3. Confidential Information

The term Confidential Information shall mean any and all information that is disclosed by Parties in a written or oral form, including, the information defined in Article 2 above. Confidential Information shall expressly include any and all information derived from the foregoing Confidential Information. Ownership of all Confidential Information shall at all times reside in Discloser, except as stated otherwise.

Article 4. Obligations

Recipient shall keep the Confidential Information in a strict confidence and shall not disclose it to any person, firm or corporation, nor use the Confidential Information for any purpose other than the specific purpose described in Article 2, above, without prior written consent from Discloser. Recipient shall protect and safeguard the Confidential Information by using the same degree of care as a reasonable person or corporation would use to prevent the unauthorized use, dissemination or publication of the Confidential Information to protect its own confidential proprietary information of a like nature. Notwithstanding the foregoing, nothing in this Agreement shall be construed to limit Recipient from reasonable disclosure of Confidential Information to third party private contractors/manufacturers for the purposes of furthering the purposes set forth in Article 2, above.

Article 5. Exceptions

The obligations of confidentiality contained in Article 4 shall not apply to any information which (a) is hereafter publically released without restriction by Discloser; or (b) is disclosed pursuant to Law or any Governmental or Court order or similar edict provided that Recipient shall first have given notice to Discloser of such situation giving rise to the exception.

Article 6. Recipient Information

It is understood that Discloser will receive Confidential Information from Recipient and accordingly with respect to any information provided by Recipient under this Agreement, Discloser shall have the reciprocal obligation of confidentiality and shall not disclose it to any person, firm or corporation, nor use the Confidential Information for any purpose other than the specific purposes provided by prior written consent from Recipient. Such Confidential Information shall include, but is not limited to, business contacts for third party independent contractors/manufacturers and clients and shall bear with it as an integral and material part of the consideration for this Agreement a covenant by Discloser not to circumvent any business relationships, contracts or economic advantages between Recipient and such individuals, firms, or corporations. Discloser shall protect and safeguard the Recipient's Confidential Information by using the same degree of care as a reasonable person or corporation would use, to prevent the unauthorized use, dissemination or publication of the Confidential Information to protect its own confidential or proprietary information of a like nature.

Article 7. Term

This Agreement shall remain effective for a period of six (6) years from the date of signing, or until discharged or renewed, whichever occurs first.

Article 8. Termination

Upon the written request of Discloser, at any time, Recipient shall immediately return to Discloser all written Confidential Information or other written materials provided by Discloser and covered by this Agreement and all compilations and copies thereof. Upon termination, the Recipient may not retain any copies of such materials for its files, except as reasonably determined by Recipient to be required by Law for accounting or legal purposes.

Article 9. Specific Performance

The Parties specifically acknowledge and agree that the terms and conditions of the above restrictive covenants are reasonable and necessary for the protection of the Confidential Information and to prevent damage or loss to Discloser. Recipient hereby acknowledges and agrees that any breach by it or any of its authorized representatives of the foregoing provisions will cause Discloser irreparable injury for which there may not be any adequate remedy at law.

Therefore, the Parties expressly agree that Discloser shall be entitled, in addition to any other remedies available, to injunctive or other equitable relief to acquire specific performance or prevent a breach of this Agreement.

Article 10. Conflict of Interest

The Recipient represents that it is under no disability, whether contractual or otherwise, which would prevent it from accepting projects for compensation from Discloser.

Article 11. Miscellaneous

This is an integrated document and this Agreement constitutes the complete understanding and agreement between the Parties and supercedes all other previous Agreements between the Parties and their respective predecessors in interest, relative to non-disclosure of Confidential Information. This Agreement shall be governed by and construed in accordance with the Laws of the State of _____, County of _____, with attorneys fees and costs awarded the prevailing Party in the event of litigation to enforce its provisions. All notices due under this Agreement shall be in writing to the addresses so indicated in Article 1 of this Agreement. Any amendments to or modifications of this Agreement shall be in writing; this term is, in itself, material and can only be waived, amended or changed in writing. This Agreement and the benefits hereof are non-assignable and non-delegable without prior written consent from the other Party. In the event any portion or term of this Agreement is found to be unenforceable, illegal, void or otherwise inoperative, the balance of the Agreement shall be construed, where possible as fully operative and unimpaired.

This Agreement consists of three (3) pages, including this signature page, and may be signed in counterparts, with facsimile or photocopy signatures bearing full weight and effect as the original thereof.

Discloser

Recipient

(Signature)

(Signature)

(Name & Title)

Mark Fuller, Technical Director

(Date)

(Date)