

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the ____ of _____, 2009, by and between FIORAVANTI CUSTOM PRODUCTS, LLC dba ESSENTIAL WHOLESAL or ESSENTIAL LABS, an Oregon limited liability company, located at 8850 S.E. Herbert Court, Clackamas, Oregon 97015 (hereafter called "EL") and _____, a _____ entity, located at _____ (hereafter called "Customer"). EL and Customer may be referred to individually as the "Party," or collectively, the Parties."

The Parties have agreed as follows:

1. "Confidential and Proprietary Information" means (i) the ingredients, their relative concentrations and techniques for mixing and conditioning that comprise the Parties Product(s), Custom Formulation(s), and all information about current or future business operations and business plans, pricing, research and development, future products, financial information, and all Intellectual Property rights (including but not limited to patents, trademarks, copyrights, and trade secrets) developed by the Parties in conjunction thereof. Confidential and Proprietary Information shall also consist of information provided solely by Customer to EL under this Agreement to enable EL to provide either products or services. In addition, Confidential and Proprietary Information covers all information disclosed in any form or media, including oral, written, and electronic, as well as information disclosed between the Parties prior to and after the execution of this Agreement concerning the purpose(s) described below.

2. Both Parties acknowledge and agree that the Confidential and Proprietary Information disclosed by one Party to the other is of significant value and that neither Party will, without the other Party's express prior written permission in each instance, use the Confidential and Proprietary Information or any part thereof, either directly or indirectly, for any purpose whatsoever other than EL's evaluation of providing Products and services, including contract filling and manufacturing.

3. At all times, the Confidential and Proprietary Information shall remain the property of the disclosing party. Therefore, any original specification(s), list of ingredients, proportions and mixing techniques originally disclosed by one Party to the other shall remain owned by the disclosing Party. Derivative or composite product produced as a result of the combination of disclosing Parties Confidential and Proprietary Information which results in a newly formulated Product(s) shall be solely and exclusively owned by the disclosing Party, unless otherwise agreed by the Parties via a Formulation Purchasing Agreement.

4. Protection of Confidential and Proprietary Information. Without EL written consent, the Parties shall not provide, disclose, nor otherwise make available to any third party any Confidential and Proprietary Information. Further, except as expressly provided herein, the Parties will not use or disclose such Confidential and Proprietary Information without prior written consent, except to Customer's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential and Proprietary Information that are at least as restrictive as the Parties obligations under this section. In addition to the foregoing nondisclosure obligations, the Parties agrees to use at least the same care and precaution in protecting such Confidential and Proprietary Information as it uses to protect its own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The Parties shall return all Confidential Information promptly upon request or upon termination of this Agreement.

5. Customer acknowledges that EL has a valuable and proprietary interest in the formulation of its stock cosmetic bases, other Product(s), and the Custom Formulation(s). Therefore, Customer agrees to refrain from reverse engineering and attempting to duplicate the any EL stock or custom cosmetic formula, or other EL Confidential or Proprietary Information.

6. This Confidentiality Agreement shall be in full force and effect as of the Effective Date above and shall terminate in FIVE (5) years unless modified or extended by mutual agreement of the Parties.

Customer Initials _____

7. Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential and Proprietary Information could cause irreparable harm and significant injury to the other Party that may be difficult to ascertain. Accordingly, each Party agrees that the other Party shall have the right to seek and obtain immediate injunctive relief from breach or threatened breach of this Agreement, in addition to any other rights and remedies it may have.

8. Both Parties shall be fully liable to the other Party and to indemnify the other Party for any costs or expenses, including attorneys fees, incurred by the other Party due to any breach by the breaching Party, its employees or agents of any of its obligations under this Agreement. The Parties agree that the prevailing Party on any issue of dispute in connection with this Agreement shall be entitled to receive all attorneys' fees, court costs and any other expenses incurred in enforcing its rights under this Agreement.

9. If any provision of this Agreement is deemed to be void, invalid, or unenforceable, the provision shall be disregarded and the remainder of this Agreement without that provision shall not be affected and shall remain in full force and effect.

10. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, to the exclusion of all other conflict of law considerations. In the event of any dispute arising out of or relating to this Agreement, the Parties agree it shall be settled solely and exclusively by the state or federal courts located in Multnomah County, Oregon. The non-prevailing Party will pay all reasonable costs and expenses of the other Party, including reasonable attorney fees and costs, and any arbitral award may be entered for enforcement in any court with jurisdiction. The Parties waive any rights under any applicable law to alternative dispute resolution means.

11. This Agreement shall be personal to the Parties and may not be assigned by either Party without the prior written consent of the other Party. The undersigned signatories represent and warrant that each signatory is fully authorized and legally empowered to commit each Party to all obligations hereunder.

12. In the event of the invalidity of any provision of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

13. The Parties agree that this Agreement is a complete and exclusive statement of the agreement between the Parties and that it supersedes all prior and contemporaneous agreements, negotiations, discussions, and proposals, oral or written, and any and all other communications relating to the subject matter of this Agreement.

NOW WHEREFORE, intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the above date:

ESSENTIAL LABS

[CUSTOMER - _____]

By: 

By: _____

Name: Dennis Fioravanti

Name: _____

Title: CEO / Managing Partner

Title: _____

Date: _____

Date: _____

Customer Initials _____