

BPI LABS, INC.

97 S. RED WILLOW RD.
EVANSTON, WY 82930

TEL #: 307-789-7288
TEL #: 800-426-2457
FAX # 307-789-7932

NON-DISCLOSURE AGREEMENT

BPI Labs, Inc. (BPI) and _____ (Customer) agree to the following terms and conditions:

1. BPI understands that Customer considers all formulas proprietary information of Customer.
2. BPI agrees to take reasonable commercial efforts to keep such formulas and any proprietary information disclosed by Customer secret and confidential from third parties to the same degree as it protects its own proprietary information. The following shall be specifically excluded from the term proprietary information:
 - A. Information or material that can be demonstrated by documentation to have been Public information or generally available to the public prior to the receipt by BPI;
 - B. Information or material that can be demonstrated by documentation to have been in BPI's possession prior to receipt thereof from Customer;
 - C. Information or material that becomes generally available to the public, such as publication or otherwise, not due to any unauthorized act omission on the part of either party.
3. BPI shall not distribute, disclose or divulge such samples, formulas, or information to any other person or entity except employees of BPI who have a need to know such information.
4. BPI agrees not to sell or distribute any product which constitutes a duplicate of formulas, except (a) if purchased from Customer or (b) if manufactured and sold under an arrangement by which Customer receives a royalty the amount of which shall be agreed to in writing in advance by Customer.
5. BPI shall return all such material to Customer upon request or, if not requested, then BPI shall destroy such material after it has served the purpose for which it was furnished.
6. No right or license is granted by Customer to BPI in connection with the samples, formulas, information or materials disclosed hereunder, except as expressly set forth in writing.
7. No disclosure of information or furnishing of samples pursuant to this agreement shall operate to prevent BPI from making, using or selling any product which BPI presently makes, uses or sells.

BPI Labs, Inc.

Customer

97 S. Red Willow Road
Evanston, Wyoming 82930

Address: _____

Date: _____

Date: _____