



CONFIDENTIALITY AGREEMENT

**Here is a copy of our standard Confidentiality Agreement.
If you require confidentiality on your project, please print out this document,
sign, and FAX to: Vermont Soap 802-388-7471.
Please send 3 hard copies with your original signature to:
Vermont Soapworks 616 Exchange Street, Middlebury, VT 05753**

AGREEMENT made by and between Vermont Country Soap Corporation (the "Corporation") with its principal place of business at 616 Exchange Street, Middlebury, VT 05753 and the "Client",

(Client name) _____

located at _____.

WHEREAS, the Corporation and the Client own or possess confidential and proprietary information and know-how relating to certain scientific and business matters (the "Confidential Information");

WHEREAS, during the course of the business relationship between the parties, it may be necessary for the Corporation and the Client to disclose, each to the other, certain technical and trade secret information which each party regards as propriety and of a confidential nature;

BE IT KNOWN, the Corporation and the Client have furnished or shall furnish, each to the other, Confidential Information under the following agreed conditions:

1.

All Confidential Information shall be defined as: 1) all written information disclosed by each party to the other, that is marked on its face as either confidential or proprietary, and 2) all oral information which, within 15 days after disclosure, is summarized and confirmed by the disclosing party to the recipient, in writing, as confidential or proprietary.

2.

The Corporation and the Client each agree to review, examine, inspect or obtain the Confidential Information solely for the Purposes of marketing our joint projects.

3.

The Corporation and the Client each agree to maintain in confidence all Confidential Information received, each from the other, hereunder, and each party agrees not to disclose said Confidential Information to third parties without the prior written consent of the other party.

4.

The Corporation and the Client each agree not to make use of the Confidential Information received each from the other, other than in relation to work which may be done under agreement between the parties without the prior written consent of the other party.

5.

The Corporation and the Client shall each be held to, at a minimum, the same standard of care in protecting the Confidential Information as each party normally takes to preserve and safeguard its own such proprietary and confidential information.

6.

The Corporation and the Client each agree to restrict disclosure of the Confidential Information within their organizations to those persons having a need to know for purposes of the Agreement, and that such persons shall be advised of the obligations set forth in the Agreement and shall be obligated in like manner. The Above obligations shall not apply to information which:

- a. at the time of disclosure is in the public domain; or
- b. after disclosure by the disclosing party, becomes part of the public domain by publication or otherwise, other than by an unauthorized act or omission by The Corporation or the Client constituting a default under this Agreement; or
- c. The Corporation or the Client can show by competent proof was in its possession at the time of the disclosure and which was not acquired, directly or indirectly, from the other party; or

- d. The Corporation or the Client rightfully received from a third party, and which was not acquired, directly or indirectly, from the other party; or
- e. was developed by the Corporation and the Client independent of any disclosure hereunder as shown by competent proof; or
- f. is disclosed by the Corporation or the Client to anyone without use or confidentiality restriction.

7.

The Corporation and the Client hereby certify that their employees and/or consultants who will be in a position to learn any Confidential Information under this Agreement will have executed an employment or consultant contract protecting any and all such Confidential Information from disclosure as stated herein.

8.

Upon written request by the Corporation or the Client the other party shall return to the requesting party all complete or partial copies of the Confidential Information then in its possession.

9.

The disclosure of the Confidential Information by one party to the other pursuant to this Agreement shall not in and of itself result in any commitment on the part of either party to enter into further agreements on the subject matter of this Agreement.

10.

The Corporation and the Client each agree not to originate any publicity, news release or other public announcements, written or oral, whether to the public press or otherwise, relating to this Agreement, the parties business relationship, or the performance of either party hereunder without the prior written consent of the other party.

11.

This Agreement shall remain in force for a period of three (3) years beginning on the date of execution. The obligations of confidentiality and non-disclosure of the parties relating to any Confidential Information disclosed pursuant to this Agreement shall remain continuing and in force until such time as they are waived in writing by the disclosing party.

12.

The Corporation and the Client each warrant that they have the right to disclose the Confidential Information to the other party.

13.

This Agreement shall be construed and interpreted in accordance with laws of the State of Vermont.

NOW, THEREFORE, the undersigned parties hereby agree to the terms and conditions set forth above.

DATE: _____

VERMONT COUNTRY SOAP CORPORATION

BY: _____

Larry Plesent

President

BY (Name): _____

Signature: _____

Company Name: _____

Date: _____