



183 Industrial Avenue

Middlebury, VT 05753

CONFIDENTIALITY AGREEMENT

This agreement is made by and between Vermont Country Soap Corporation (the "Corporation") with its principal place of business at 183 Industrial Ave, Middlebury, VT 05753 and the "Recipient", _____ located at _____.

WHEREAS, during the course of the Recipients work with the Corporation, either party may be given, consulted on, or otherwise discover certain proprietary and trade secret information. The Parties acknowledge and agree that any such proprietary or trade secret information they encounter falls within the definition of "Confidential Information", and shall be subject to the following terms and conditions:

1. "Confidential Information" means: 1) all written information disclosed to both parties marked on its face as either confidential or proprietary, 2) all oral information which, within 15 days after disclosure, is summarized and confirmed by one party to the other party, in writing, as confidential or proprietary, and 3) Technical and business information relating to either parties proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information".
2. Both parties agree to maintain in confidence all Confidential Information received and agrees not to disclose said Confidential Information to third parties without the prior written consent of the other party.
3. Both Parties agree not to make use of the Confidential Information received other than in relation to work which may be done under agreement between the parties, without the prior written consent of the other party.
4. Both Parties agree to restrict disclosure of the Confidential Information within their organizations to those persons having a need to know for purposes of the Agreement or enforcement thereof, including, without limitation, a party's accounting and legal professionals, 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 is required to be disclosed by court order and as to which the disclosing party has given timely notice to the other party such that the other party has enjoyed a reasonable period of time to apply to the court for protection of its interest. In addition, the above obligations shall not apply to any information claimed to be Confidential 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 Recipient constituting a default under this Agreement; or
 - c. The Recipient 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 Recipient rightfully received from a third party, and which was not acquired, directly or indirectly, from the other party; or

- e. was developed by the Recipient independent of any disclosure hereunder as shown by competent proof; or
- f. Is disclosed by the Corporation to anyone without use or confidentiality restriction.

5. Both parties agree to take such steps as they deem necessary and to indemnify and to hold harmless the other party from all loss, cost, and expense including, reasonable attorney's fees, arising from, any violation of the provisions of this Agreement.

6. Upon written request by either party, the other party shall return all complete or partial copies of the Confidential Information then in its possession.

7. Both Parties 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 or the parties business relationship, without prior written consent.

8. 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 both 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.

9. Notwithstanding any law of any jurisdiction pertaining to conflict of laws, the parties agree that this Agreement shall be governed by and interpreted in accordance with laws of the State of Vermont. In the event that either party initiates a civil action to enforce this Agreement, the parties agree that jurisdiction shall lie exclusively with the Vermont Superior Court, with exclusive venue in Addison Unit. Each party agrees to submit to the personal jurisdiction of that Court.

10. The corporation agrees not to disclose to third parties they are the manufacturer of origin.

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

For the Corporation: _____ Date: _____

Larry Plesent, CEO, VERMONT COUNTRY SOAP CORPORATION

For the Recipient: _____ Date: _____

Recipient Company: _____