



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, each of the Corporation and the Client owns or possesses proprietary
information and know-how relating to certain scientific and business matters which it
regards as confidential and/or in the nature of trade secrets;

WHEREAS, during the course of the business relationship between the parties, it may be
necessary or convenient for the Corporation and the Client to disclose, each to the other,
certain such proprietary and trade secret information;

BE IT KNOWN, the parties acknowledge and agree that any such proprietary or trade
secret information they have furnished or may furnish to each other that falls within the
definition of "Confidential Information" hereinafter set forth shall be subject to the
following terms and conditions:

1. "Confidential Information" means: 1) all written information disclosed by each party to
the other, which 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 or manufacturing their
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 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 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 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 each agree to take such steps as they deem necessary and to indemnify each other, and to hold each other harmless from, all loss, cost, and expense including, reasonable attorney's fees, arising from, any violation of the provisions of this Agreement by their respective employees and/or consultants.
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. 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.

14. Nothing herein is intended to preclude resolution of any dispute informally, by mediation, or by binding arbitration, provided that the parties so agree in the circumstances. However, in the event of an inability to agree or in the event that any such effort proves fruitless, this Agreement may be enforced by any remedy available at law or in equity, and the prevailing party shall be entitled to recover its costs and expenses reasonably incurred therein including, without limitation, reasonable attorney fees. The parties acknowledge and agree that traditional legal remedies for any breach of this Agreement are likely to be inadequate or inefficient, with damages being difficult to prove and time being of the essence. Therefore, the parties agree that, in addition to any legal remedy that may lie for a breach of this Agreement, either party may have resort to any appropriate equitable remedy, including, without limitation, injunction and/or specific performance.

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: _____