

CONFIDENTIALITY AGREEMENT

This document confirms that **Better Health Lab Inc. / Alkazone** and/or its subsidiaries, and _____ have expressed an interest in discussing business issues involving these companies and _____. In the course of these discussions it may be necessary for the parties involved to exchange oral and/or written information concerning each other from officers, directors, employees or agents. In consideration of the furnishings by one party (the “Disclosing Party”) to the other party (the “Receiving Party”), the parties have agreed to the following (It being understood that each party is also agreeing to cause its affiliates, employees, and co-workers to comply with the provisions described below):

1. Any information will be used for its intended purpose and not in any way directly or indirectly so that it is detrimental to the Disclosing Party or its affiliates. Such information will be kept confidential by the Receiving Party (the persons to whom such information is given being collectively called “Representatives”). It is understood that the Representatives are hereby informed of the confidentiality of all information or material and agree to be bound by this agreement. Each party agrees to be responsible for any breach of this agreement by its Representatives. If the Receiving Party or any of its Representatives becomes legally compelled to disclose any of the Evaluation Material, it shall provide the Disclosing Party with prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this agreement.
2. This does not include any information which:
 - a) is declared as non-confidential by the disclosing party.
 - b) at the time of its disclosure is already known of the receiving party without obligation of confidence to the other.
 - c) at the time of its disclosure by a party, is already public knowledge, or becomes it, after disclosure, through no fault from the receiving party or its employees, agents, consultants, or representatives.
 - d) after disclosure is lawfully received by the receiving party from a third party who has the right to disclose the information without any obligation or confidentiality.Should the receiving party consider that any of the exceptions provided for in items b) through d) exist, then receiving party will have to prove this existence with written documentation.
3. Unless otherwise accepted in writing, the confidential obligations of this agreement will be in force during the ten (10) year period which follows the disclosure.
4. IF the Disclosing Party requests the Receiving Party to return all copies of information in its possession or the possession of its representatives it will do so within a period of five (5) business days. The Receiving Party also agrees to destroy or give to the Disclosing Party (at the discretion of the Disclosing Party) all copies of analysis, competitors’ studies or other documents prepared by it for the Disclosing

Party. In addition, all personal notes taken regarding information are to be destroyed and/or returned to Disclosing Party.

5. Without prior written consent of the Disclosing Party, the Receiving Party will not allow its Representatives to discuss with any person outside of this group, any of the Evaluation Material.
6. Each party agrees that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this agreement, in addition to all other remedies available to the Disclosing Party. Each party also agrees to submit to the exclusive jurisdiction of the courts of the State of New Jersey for any actions, suits or proceedings arising out of this agreement. The Receiving Party agrees not to commence any action, suit or proceedings except in such courts. Receiving Party also agrees that service of any process or summons will be sent via registered U.S. mail to the address set forth in this letter.
7. It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder will act as a waiver of such right, power, or privilege.
8. This agreement will be governed by and construed in accordance with the laws of the State of New Jersey, U.S.A.

If you agree with the consent of this document, please sign and return it to undersigned:

Better Health Lab, Inc.

200 South Newman Street, Unit 1, Hackensack, NJ 07601

By: _____ Title _____

CONFIRMED AND AGREED

As of this date: _____
Company/Affiliation

Signature Company Address

Name and Title (Please Print) City/State/Zip