



CONFIDENTIALITY and NON-COMPETE AGREEMENT

This Agreement is made and entered into, as of _____ 2008 (“Effective Date”), by and between, Wellosophy™ Corporation a Florida Corporation, having a principal place of business at 2795 E. Bidwell St. Suite 100-220 Folsom California 95630 USA (hereinafter collectively referred to as "Company "), and _____ with a principal place of business at _____, (hereinafter referred to as “Recipient”).

1. Definition of Confidential Information: “Confidential Information” means (a) any and all information related to Company’s business and products relating specifically relating to the Proprietary Technology, including for example and without limitation: a) information concerning research, development, design details and specifications, formulations, components, ingredients, chemical analyses, certificates of analysis, regulatory information or approvals, manufacturing trade secrets, financial information, procurement sources, chemical engineering, manufacturing and assembly information, customer lists, business forecasts, sales information, marketing plans and business plans and (b) any information that may be made known to Recipient and which Company has received from others that Company is obligated to treat as confidential or proprietary, whether or not marked as confidential.
2. Definition of Proprietary Technology: “Proprietary Technology” means any information related to the Company’s products, trademarks, Internet websites as such specifically relates to its excipient formulations containing the Swell™ superabsorbent hydrogel technologies or any proprietary components, line extensions, or other related technologies which relate to the applied-for, pending and/or issued patents and trademarks whether or not such are ever issued or upheld to be valid.
3. Nondisclosure, Nonuse and Non-Compete Obligations: For three (3) years from the Effective Date, Recipient will not use, disseminate or in any way disclose any Confidential Information to any person, firm or business, except to the extent that is unavoidably necessary for the purpose of conducting business with the Company. Furthermore, Recipient may not disclose the existence of or contents of any negotiations, discussions, contracts or consultations in progress between the parties to any third party without the prior written approval of the Company. Recipient shall treat all Confidential Information with the same degree of care as Recipient accords to Recipient’s own confidential information, but not less reasonable care. Recipient shall disclose Confidential Information only to those of its employees or agents who have a need to know such information to assist Recipient with respect to the Purpose. Recipient certifies that each such employee or agent will have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Agreement. Recipient shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. Recipient shall assist Company in remedying any such unauthorized use or disclosure of the Confidential Information. Furthermore, Recipient shall not either for its benefit, or for the benefit of any third party, make, use, sell, distribute, promote or in any other way commercially compete with Company’s Proprietary Technology regarding synthetic, excipient-formulated, water-swallowable, gastric bulking products used for weight management, with any product or technology that is the same, substantially the same or could be reasonably deemed to be confusingly similar to the Proprietary Technology.
4. Exclusions from Nondisclosure and Nonuse Obligations: Recipient’s obligations under Section 3 above (“Nondisclosure, Nonuse and Non-Compete Obligations”) shall not apply to any Confidential Information that Recipient can document that the Confidential Information:
 - a. is now, or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public without breach of this Agreement;

- b. is known to the Receiving Party at the time of disclosure of such Confidential Information, as demonstrated by competent evidence;
 - c. is furnished to others by the Company without restriction on disclosure;
 - d. is hereafter furnished to the Recipient by a third party, as a matter of right and without restriction on disclosure, provided that the Recipient promptly notifies the Company in writing of this third party disclosure after receipt thereof;
 - e. is independently developed by the Recipient, provided that the person or persons developing same have not had access to, either directly or indirectly, the same Confidential Information received;
 - f. is made public by Company, either by sale or by printed publications; or
 - g. is disclosed with the written approval of Company.
5. Disclosure Required by Law: A disclosure of any Confidential Information (a) in response to a valid order by a court or other governmental body or (b) as otherwise required by law shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient shall provide prompt prior written notice thereof to Company to enable Company to seek a protective order or otherwise prevent such disclosure.
6. Ownership and Return of Confidential Information and Other Materials: All Confidential Information, and any Derivatives (defined below) thereof, whether created by Company or Recipient, shall be the property of Company and no license or other rights to Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material protected by trade secret, any new material derived from such existing trade secret material, including new material that may be protectable or protected under copyright, patent and/or trade secret laws. Recipient hereby does and will assign to Company all of Recipient's rights, title in interest and interest in and to any Derivatives developed by Recipient during the term of this Agreement. All materials (including, without limitation, documents, drawings, papers, diskettes, tapes, models, apparatus, tooling, jigs, custom manufacturing apparatus, parts, components, digital information, translations, inventories, sketches, designs and lists) that Company furnishes to and or develops with Recipient's assistance (whether or not they contain or disclose Confidential Information) are the property of Company. Within five (5) days after any request by Company, Recipient shall destroy or deliver to Company, at Company's option, (a) all such Company-furnished materials and (b) all materials in Recipient's possession or control (even if not Company-furnished) that contain or disclose any Confidential Information. Recipient will provide Company a written certification of Recipient's compliance with Recipient's obligations under this Section.
7. No Assignment: Recipient shall not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company.
8. Term: This Agreement shall govern all communications from Company to Recipient that are made from the Effective Date until the date on which Recipient receives from Company written notice that subsequent communications shall not be so governed; provided, however, that Recipient's obligations under Section 3 ("Nondisclosure, Nonuse and Non-Compete Obligations") shall continue in perpetuity with respect to Confidential Information of Company that Recipient has previously received unless such obligations no longer apply pursuant to Section 4 ("Exclusions from Nondisclosure, Nonuse and Non-Compete Obligations").
9. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight commercial courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

10. Governing Law; Forum; Legal Fees: This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Florida. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Florida, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Florida, such personal jurisdiction shall be nonexclusive. The choice of venue shall remain with Company. If a proceeding is commenced to resolve any dispute that arises between the parties with respect to the matters covered by this Agreement, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.
11. Arbitration and Equitable Relief
- A. Except as provided in Section (B) below, the Parties agree that any dispute or controversy arising out of, in relation to, or in connection with this Agreement, or the making, interpretation, construction, performance or breach thereof, shall be finally settled by binding arbitration under the then current rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. The arbitrator may grant injunctive or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The Parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award, punitive or exemplary damages against any Party. The costs of the arbitration, including administrative and arbitrator's fees, shall be shared equally by the Parties. Each Party shall bear the cost of its own attorneys, fees and expert witness fees.
- B. Recipient agrees that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in this Agreement. Accordingly, Recipient agrees that if Recipient breaches the obligations herein, Company has, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction (temporary, preliminary or permanent), or other interim, ancillary or conservatory remedy or relief, restraining such breach or threatened breach and specific performance of any such provision. Recipient further agrees that no bond or other security shall be required in obtaining such equitable relief and Recipient hereby consents to the issuance of such injunction and to the ordering of such specific performance.
12. Severability: If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
13. Waiver; Modification: If Company waives any term, provision or Recipient's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No such waiver shall constitute a waiver of any other or subsequent breach by Recipient. This Agreement may be modified only if authorized representatives of both parties consent in writing.
14. Headings. The headings used in this Agreement are intended solely for the convenience of reference, and should not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions of this Agreement.
15. Counterparts, Facsimile, and Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of executed signature pages by electronic or facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

16. Notices. Any required notice shall be given in writing at the address of each party set forth above, or to such other address as either party may substitute by written notice to the other in the manner contemplated in this Section 6, and shall be deemed given when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.
17. Entire Agreement: This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed hereunder and supersedes all prior or contemporaneous agreements concerning such Confidential Information, written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

“Company”

Wellosophy™ Corporation

“Recipient”

By: _____

Lior Sher

Chief Executive Officer

By: _____

Name: _____

Title: _____