



AGREEMENT NOT TO COMPETE FORM #1010

This Agreement Not to Compete (the "Agreement") is entered into between the undersigned Omnitrition IMA(s) _____ (Print Full Name) (hereinafter referred to as "Distributor") and Omnitrition International, Inc. ("Omnitrition"). The terms and conditions of the Agreement are as follows:

WHEREAS, Distributor acknowledges that it is contractually bound by the Agreement of Distributorship and Omnitrition's Rules and Regulations and the requirements contained therein; and

WHEREAS, Distributor acknowledges that it is only eligible to earn a three (3) downline generation basic payout for royalty overrides (the "Basic Payout"), as set forth in Omnitrition's Marketing plan; and

WHEREAS, Distributor wishes to become eligible to earn royalty overrides on additional 4th, 5th and 6th downline generations ("the Bonus Payout"); and

WHEREAS, the parties understand and agree that, in connection with this Agreement, the Distributor will receive confidential and proprietary information, belonging to Omnitrition, in order to build and enhance the Distributor's earning capacity, and in that regard, Omnitrition must require the Distributor to execute a covenant not to compete in order to protect its confidential and proprietary information, as well as its reputation and goodwill.

WHEREAS, as an ancillary agreement to the Agreement of Distributorship, the Distributor agrees to the conditions set forth herein so as to become eligible to earn the Bonus Payout. This agreement may be rescinded by Distributor sending a notarized letter to Omnitrition giving notice of termination or by Omnitrition sending Distributor notice of termination on Omnitrition letterhead.

Accordingly, the parties agree to the following:

1. Effective Date and Term. The Agreement shall commence on the date on which a properly executed Agreement has been accepted by Omnitrition. The term of this Agreement shall continue for as long as the Distributor remains an Omnitrition IMA or until notice of termination of this agreement is received by Distributor or Omnitrition. The termination of this agreement shall be subject to paragraphs 2, 3, and 4 below.
2. Obligations of Omnitrition. Omnitrition agrees to pay Distributor any Bonus Level Royalty Overrides earned through the Sales and Marketing Plan, pursuant to Omnitrition's Rules and Regulations, and subject to any amendments or modifications thereto. Omnitrition's obligation is expressly conditioned upon the Distributor's compliance with this Agreement, as well as the Agreement of Distributorship and Omnitrition's Rules and Regulations.
3. Obligations of Distributor. Distributor agrees that while this agreement is in effect, and for a period of sixty (60) days from the termination of this agreement, for any reason, Distributor will not, directly or indirectly (i.e. through its agents, employees, partners, spouse, or dependents), engage in, distribute products for, be employed by, manage, control, consult with, own any interest in, or otherwise be associated in any way with any other Direct Sales/Multi-Level Marketing Company, which distributes products similar in function to those distributed by Omnitrition, in states or other countries in which Omnitrition distributes products. This covenant not to compete shall be further limited to the geographic region in which Distributor has actually distributed Omnitrition's products or recruited other Omnitrition IMAs. Furthermore, Distributor agrees that for a period of one (1) year from termination of this agreement, the Distributor will not, directly or indirectly (i.e. through its agents, employees, partners, spouse, or dependents), solicit, recruit, contact, or otherwise attempt to do business with, individuals who were customers or IMAs of Omnitrition as of the date of the termination, for any reason, of this agreement.

