RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement (“Non-Disclosure Agreement”), dated as of ________________ (“Effective Date”), is entered into by and between OmniEarth, Inc., a Delaware corporation, having offices at 251 18th Street South, Suite 650, Arlington, Virginia 22202, Dropcountr, Inc., a corporation, with offices at 690 Broadway St. Redwood, CA 9463, and __________________________, a __________________________ corporation, referred to individually as a “Party” and collectively as “the Parties.”

WHEREAS, in the course of doing business together, whether pursuant to another written agreement or otherwise, the Parties may from time to time require access to one another's Confidential Information (as defined below); and

WHEREAS, the Parties will allow such access only if their Confidential Information is protected pursuant to the terms of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions:

(a) “Confidential Information” means all non-public or proprietary information, of any nature and in any form, whether written, oral, or recorded or transmitted electronically or by tape or other similar manner, regarding the business, operations, prospects, plans or affairs of the Furnishing Party, as defined in paragraph (c) of this section 1, or of a third party (including but not limited to the Furnishing Party’s parent and subsidiaries), which is furnished by the Furnishing Party to the Receiving Party, as defined in paragraph (d) of this section 1, or becomes known to the Receiving Party as a consequence of its relationship or access to the Furnishing Party, which information is designated by the Furnishing Party as confidential or which should be reasonably understood to be confidential or proprietary in nature with respect to the Furnishing Party or a third party.

(b) Confidential Information shall not include information or data which is--

(1) Already known to or otherwise in the possession of the Receiving Party without any confidentiality obligation at the time of receipt from the Furnishing Party; or

(2) Publicly available, or otherwise in the public domain, without violation of any confidentiality obligation, prior to disclosure by the Furnishing Party; or

(3) Rightfully obtained by the Receiving Party from any third party without restriction and without breach of any confidentiality obligation by either the Receiving Party or such third party; or

(4) Developed by or for the Receiving Party independent of any disclosure hereunder, as evidenced by written records.

(c) The “Furnishing Party” means the Party who furnishes Confidential Information to the other Party.

(d) The “Receiving Party” means the Party who receives Confidential Information from the Furnishing Party.
2. **Confidentiality:**

   (a) For a period of three (3) years from the date of disclosure (or such longer period as may be required by applicable law), all Confidential Information shall be maintained in confidence by the Receiving Party, which shall use the same degree of care, but no less than a reasonable degree of care, in handling and safeguarding Confidential Information that it uses in handling and safeguarding its own confidential information. Except as provided in this Non-Disclosure Agreement, the Receiving Party shall not use, or disclose in any manner to any third party, Confidential Information without the prior express written consent of the Furnishing Party.

   (b) Access to and use of Confidential Information shall be restricted to those employees and persons within the Receiving Party's organization, including consultants, advisors and other agents, who (1) have a need to use the information to fulfill the purpose of this Non-Disclosure Agreement or the agreement, if any, in connection with which the Parties have entered into this Non-Disclosure Agreement and (2) are subject to a non-disclosure or confidentiality agreement no less stringent than this Non-Disclosure Agreement. The Receiving Party shall inform such persons of the confidential nature of the Confidential Information and shall provide the Furnishing Party upon request with copies of the non-disclosure agreements entered into by the Receiving Party’s employees and/or consultants. The Receiving Party shall be responsible and liable for any breach of this Non-Disclosure Agreement by any of its representatives.

   (c) If a court or administrative body of competent jurisdiction or a government agency requires the disclosure of Confidential Information, to the extent legally permitted to do so, the Receiving Party shall promptly notify the Furnishing Party prior to disclosing Confidential Information and shall cooperate with the Furnishing Party if the Furnishing Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

3. **No license:** Nothing in this Non-Disclosure Agreement shall be construed as granting the Receiving Party whether expressly, by implication, estoppel, or otherwise, any license or any right to use any Confidential Information received from the Furnishing Party, or use any patent, trademark, copyright, mask work protection right, or any other intellectual property right, now or hereafter owned or controlled by the Furnishing Party. None of the Confidential Information which may be disclosed or exchanged by the Parties shall constitute any representation, warranty, assurance, guarantee or inducement of any kind by either Party to the other, and, in particular, with respect to the non-infringement of patents, trademarks, copyrights, mask work protection rights or any other intellectual property rights, or other rights of third persons or of either Party. Confidential Information is delivered “AS IS,” and all representations and warranties, express or implied, including fitness for a particular purpose, merchantability, and noninfringement, are hereby disclaimed. Confidential Information may be modified by the Furnishing Party at any time without notice to the Receiving Party.

4. **No further obligation:** Nothing in this Non-Disclosure Agreement shall obligate either Party to enter into any further agreement or negotiation with the other, or to refrain from entering into any further agreement or negotiation with any third party, provided that such further agreement or negotiation does not result in a violation of the provisions of this Non-Disclosure Agreement.

5. **Return of Confidential Information:** All Confidential Information disclosed pursuant to this Non-Disclosure Agreement, including any copies thereof, shall remain the property of the Furnishing Party and is loaned to the Receiving Party for use solely in connection with this Non-Disclosure Agreement or other arrangement in connection with which this Non-Disclosure Agreement has been entered into by the Parties. Within fifteen (15) calendar days of written request by the Furnishing Party, the Receiving Party shall, at the Furnishing Party’s sole discretion, either return to the Furnishing Party or destroy the Furnishing Party’s Confidential Information. Notwithstanding the foregoing, after receiving the Furnishing Party’s request for destruction of its Confidential Information, the Receiving Party is not obligated within the 15 day timeframe to
destroy Confidential Information that is stored on system-wide backup data storage devices until all of the data on those storage devices is destroyed or deleted in the normal course of business, provided however, that the Receiving Party may not use the Furnishing Party's Confidential Information for any purpose after receiving such notice. In the event of such requested destruction, the Receiving Party shall provide to the Furnishing Party written certification of compliance therewith within 15 days of such written request.

6. **Inconsistent Legends:** The provisions of this Non-Disclosure Agreement shall apply to Confidential Information disclosed or received hereunder notwithstanding any proprietary or restrictive legend or statements inconsistent with or less stringent than this Non-Disclosure Agreement which may be printed on or associated with any Confidential Information disclosed pursuant to this Non-Disclosure Agreement.

7. **Governing Law:** This Non-Disclosure Agreement shall be subject to, and construed in accordance with, the laws of Delaware, without giving effect to the principles of conflict of laws thereof. The Parties agree that any and all causes of action, whether or not arising under this Non-Disclosure Agreement, between the Parties shall be brought exclusively in the state or federal court districts in which the city of Arlington, Virginia is located. Any provision of this Non-Disclosure Agreement which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable shall not affect the validity of any other provision hereof, and this Non-Disclosure Agreement shall be deemed to be amended as necessary to delete such illegal, invalid, or unenforceable provision.

8. **Breach:** The Parties understand and agree that Confidential Information will be disclosed in reliance upon the agreements made herein. Any breach of any provision hereof by a Party may cause irreparable harm and damage to the non-breaching Party. The Parties hereby expressly agree that the non-breaching Party shall be entitled to seek the remedies of injunction, specific performance, and other equitable relief to prevent a breach of any provision of this Non-Disclosure Agreement. The provisions of this section 8 shall not be construed, however, as a waiver of any other rights that a Party may have for damages or other relief.

9. **Termination:** This Non-Disclosure Agreement may be terminated by either Party at any time upon thirty (30) days’ prior written notice provided to the other Party. Upon termination of this Non-Disclosure Agreement by either Party, the provisions of this Non-Disclosure Agreement shall remain in effect with respect to all Confidential Information disclosed or received prior to such effective date.

10. **Assignment:** This Non-Disclosure Agreement may not be assigned by either Party without the advance written consent of the other, provided however, that either Party may assign this Non-Disclosure Agreement, without consent, to an entity that acquires all or substantially all of the assets or capital stock of the assigning Party, whether by way of merger, consolidation, or otherwise. This Non-Disclosure Agreement shall be binding upon the Parties and upon their respective legal representatives, successors and permitted assigns.

11. **Transmission Outside of U.S:** Neither Party shall, without prior written consent of the other, transmit, directly or indirectly, the Confidential Information received from the other hereunder or any portion thereof to any country outside of the United States.

12. ** Entire Agreement:** This Non-Disclosure Agreement (a) contains the entire understanding between the Parties with respect to Confidential Information, (b) supersedes all prior communications and understandings with respect thereto, whether written or oral, and (c) may not be modified in any manner, except by written amendment duly executed by the authorized representatives of each of the Parties hereto.

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS NON-DISCLOSURE AGREEMENT EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.
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<td>Chief Operating Officer</td>
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**THIRD PARTY:**

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