NON-COMPETITION AGREEMENT

THIS AGREEMENT is made as of June 8, 2005.

AMONG:

NBTY ACQUISITION INC., a company incorporated under the laws of British Columbia, with its registered and records office at 1300 - 777 Dunsmuir Street, Vancouver, B.C. V7Y 1K2

(the "Purchaser")

AND:

SISU INC., a corporation incorporated under the laws of British Columbia with an office at Suite 104A-3430 Brighton Avenue, Burnaby, B.C. V5A 3H4

(the "Corporation")

AND:

DOME VENTURES CORPORATION, a corporation incorporated under the laws of British Columbia with an office at Suite 2200, 885 West Georgia Street, Vancouver, B.C. V6C 3E8

(the "Vendor")

WHEREAS:

A. The Vendor, the Corporation and the Purchaser are parties to a Share Purchase Agreement made as of June 8, 2005 (the "Share Purchase Agreement"), whereby the Vendor has agreed to sell and the Purchaser has agreed to purchase 20,263,520 Class A Voting Shares in the capital of the Corporation, being all of the issued and outstanding shares of the Corporation (the "Shares");

B. The Corporation is engaged in the business of manufacturing and distribution of vitamins, minerals, food supplements, Immuno-Kids and other nutritional health and wellness products (the "Business");

C. It is a condition precedent to the completion of the transactions contemplated by the Share Purchase Agreement that the Vendor enter into this Agreement, and that Harlan J. Lahti and Spirits White Gold Corporation, Brian D. Edgar and William A. Rand also enter into non-competition agreements with the Purchaser and Corporation as of the date hereof; and

D. The Vendor acknowledges that the non-competition and non-solicitation provisions contained herein are necessary to protect the Corporation and its Business and the Purchaser's Business (as defined below) and are therefore reasonable.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, $10.00 paid to the Vendor, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Non-Competition.**

At any time prior to June 8, 2010, except with the prior written consent of the Purchaser, the Vendor and its affiliates (as defined under the *Canada Business Corporations Act)* ("Affiliates") shall not, directly or indirectly, own, carry on, engage in, invest in, be concerned with, interested in, manage, join, lend money to, guarantee the debts or obligations of or participate in any of the foregoing, or permit its name or any part thereof to be used or employed by any Person (as defined below) engaged in, concerned with or interested in any business that is the same as, substantially similar to or competitive with the Business within Canada and the U.S.A. (the "Purchased Business Territory"). For the purpose of this Section 1 and Sections 3, 4 and 5 below, "directly or indirectly" includes any action taken by a person, corporation, partnership, limited liability company, firm, trust, association, syndicate, fund, body or agency (hereinafter "Person") for its/his/her own benefit or the benefit of any other Person, whether taken individually or in partnership or jointly or in association or in conjunction with others or through medium of any Person or in any other manner whatsoever, as a shareholder, owner, co-owner, employer, investor, partner, lender, consultant, advisor, agent, trustee, joint venturer or representative (other than as a passive investor holding not more than 5% of any class of securities of a public company).

2. **Confidentiality.**

(a) The Vendor has acquired and has in its possession or control information not generally available to the public that relates to the Corporation or the Business (together the "Confidential Information"), that it has either obtained or acquired from the Corporation as a shareholder or in other capacities being involved in the Corporation and the Business. The Vendor shall not, and shall cause its Affiliates not to:

(i) retain tangible copies of the Confidential Information, in hard copy or electronic means or similar mean;

(ii) reproduce any item of Confidential Information;

(iii) disclose or transmit any item of Confidential Information to any Person; or

(iv) use any item of Confidential Information or allow any Person access to any item of the Confidential Information;

provided that the non-disclosure obligations in this Section 2 shall not apply to information which (i) the Vendor can establish is information that is or becomes readily available to the public other than through a breach of this Agreement; (ii) which the Vendor is required by law to disclose, provided that notice of such requirement is delivered to the Corporation and the Purchaser in a timely manner so that the Corporation and/or the Purchaser may contest such potential disclosure.

(b) The Vendor shall use reasonable commercial efforts to protect the security and confidential nature of any Confidential Information in its possession or control, which efforts shall not be less than those a reasonable person expends to protect its own confidential information.

3. **Non-Solicitation of Customers.**

At any time prior to June 8, 2010, the Vendor shall not in any manner whatsoever, without the prior written consent of the Purchaser, solicit, endeavour to solicit or gain the custom of, divert, canvass, induce to reduce or alter an association or relationship or otherwise interfere with an association or relationship of the Corporation or the Purchaser with any Person who:

(a) is a customer of the Corporation or the Business at the date hereof;

(b) was a customer of the Corporation or the Business at any time within 12 months prior to the date hereof; or

(c) has been pursued as a prospective customer by or on behalf of the Corporation or the Business at any time from the date which is 12 months prior to the date hereof, and in respect of whom the Corporation or the Business has not determined to cease all such pursuit.

4. **Non-Solicitation of Suppliers etc.**

At any time prior to June 8, 2010, the Vendor shall not in any manner whatsoever, directly or indirectly, without the prior written consent of the Purchaser, solicit, endeavour to solicit, divert, canvass, induce to reduce or alter an association or relationship or otherwise interfere with an association or relationship of the Corporation or the Purchaser with suppliers, agents or other Persons who are at the relevant time under contract or otherwise associated or doing business with the Corporation or the Purchaser or their respective Affiliates and associates as defined or interpreted under or in accordance with the *Canada Business Corporations Act* ("Associates").

5. **Non-Solicitation of Employees.**

At any time prior to June 8, 2010, the Vendor shall not, without the prior written consent of the Purchaser, solicit, induce or attempt to influence, directly or indirectly, any employee of the Corporation, its Affiliates or Associates to leave the employ of the Corporation, its Affiliates or Associates, and shall not recruit, employ, attempt to employ or assist any Person to employ or carry on business with, directly or indirectly, any employee of the Corporation who at the time has left the employ of the Corporation or its successor for not more than twelve months.

6. **Reasonable Restrictions.**

The Vendor acknowledges and agrees that all restrictions in this Agreement are necessary and fundamental for the protection of the Corporation and the Purchaser (including, without limitation, the protection of the Business) and are reasonable, valid and intended to ensure that the Purchaser receives the full benefit of the goodwill of the Corporation and the Business which it is purchasing under the Share Purchase Agreement, and that to properly and effectively preserve the goodwill of the Corporation and the Business, the minimum period to be covered under this Agreement will have to be five years from the date hereof. The Vendor also covenants not to do or perform any act or attempt to do any act whatsoever which will, or would, directly or indirectly, circumvent any or all of the restrictions in this Agreement, which circumvention would have a material effect in avoiding or denying the intent of and protection offered by this Agreement. In particular, the Vendor acknowledges that:

(a) the Business is carried on throughout the Purchased Business Territory and that the Business is interested in and solicits or canvasses opportunities throughout the Purchased Business Territory;

(b) the reputation of the Business in the industry and its relationship with its customers are the result of hard work, diligence and perseverance on behalf of the Corporation over an extended period of time;

(c) after the Closing Date, the Corporation will become a wholly-owned subsidiary of the Purchaser and the Business will form an integral and non-divisible part of the Purchaser's Business and in order to effectively protect the goodwill of the Business, it is necessary to afford the same protection to the Purchaser;

(d) the nature of the Business is such that the on-going relationship between the Corporation and its customers is material and has a significant effect on the ability of the Corporation to continue to obtain business from its customers or suppliers with respect to both long term and new projects; and

(e) the covenants and agreements provided herein are major reasons and inducements to the Purchaser in its agreeing to purchase the Shares pursuant to the terms of the Share Purchase Agreement.

7. **Return of Confidential Information.**

Upon request by the Purchaser or the Corporation, the Vendor shall immediately return to the Purchaser all Confidential Information and all other materials, computer programs, documents, memoranda, notes, papers, reports, lists, manuals, specifications, designs, devices, drawings, notebooks, correspondence, equipment, keys, pass cards, and property, and all copies thereof, in any medium, in the charge, control or custody of the Vendor, which relate in any way to the Corporation or the Business.

8. **Enforcement.**

(a) The Vendor acknowledges and recognizes that a breach by the Vendor or its Affiliates of any of the covenants herein contained might result in damages to the Purchaser and/or the Corporation and that the Purchaser and the Corporation may not adequately be compensated for such damages by monetary award. Accordingly, the Vendor on behalf of itself and its Affiliates agrees that, in the event of any such breach, in addition to any other remedies available to the Purchaser and the Corporation at law or in equity, the Purchaser and the Corporation will be entitled to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.

(b) If the Vendor or any of its Affiliates breaches or violates any of the covenants set forth in this Agreement, then, in addition to any other remedies that the Purchaser or the Corporation may otherwise be entitled to, the Purchaser and/or the Corporation shall be entitled to recover from the Vendor under the principle of accounting for profits or unjust enrichment by the Vendor or its Affiliates. To determine the remedies and amount to which Purchaser may be entitled, the Vendor agrees that a court of competent jurisdiction may order an appropriate accounting from the Vendor and the other parties subject to the covenants set forth in this Agreement.

9. **Severability.**

Each provision of this Agreement is declared to constitute an entirely separate and distinct independent covenant. If any provision of this Agreement is determined to be void or unenforceable in whole or in part or held not to be valid as going beyond what is reasonable for the protection of the interests of the Purchaser or any other reason whatsoever but would be valid if part of the wording were deleted or altered or its extent, duration or geographic scope reduced or modified, then such restriction will apply with such reduction in extent, duration or geographic scope, modification, deletion or alteration as may be necessary to make it enforceable and any court with jurisdiction over the parties shall so reform this agreement. Similarly, if any such restriction is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other covenant or provision and the foregoing paragraphs and portions thereof are declared to be separate and distinct covenants, the parties hereby acknowledging and agreeing that the restrictions contained herein are necessary and fundamental to the protection of the Purchaser and are reasonable and valid and that the duration, extent and application of each such restriction are no greater than is necessary and commensurate with the protection of the legitimate interests of the Corporation and the Purchaser and the goodwill of the Corporation and its Business and the value of the Shares acquired by the Purchaser pursuant to the Share Purchase Agreement. The Vendor further covenants that in the event that this Agreement is determined to be void or unenforceable in whole or in part, it will execute any document to replace any such void or unenforceable provision(s) with valid and enforceable provision(s) that will achieve, to the extent possible, the intent of such provision(s), provided that the Vendor shall not be required to execute any document that will expand the scope of the obligations of the Vendor as set out in this Agreement. The Vendor hereby waives all defences which exist as of the date of this Agreement as to the formation and enforceability of the provisions of this Agreement in accordance with its terms. In addition to the above, the Vendor acknowledges that it does not object to the grant of injunctive relief as a remedy, as appropriate, for the breach of its obligations under this Agreement and acknowledge such grant of injunctive relief may be necessary for the reasonable and legitimate protection of the Business, the Corporation and the Purchaser.

10. **Benefit of the Agreement.**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11. **Entire Agreement.**

This Agreement, together with the Share Purchase Agreement and other agreements referred to in the Share Purchase Agreement, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral between any of the parties with respect to the subject matter hereof.

12. **Amendments and Waivers.**

No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

13. **Counterparts.**

This Agreement may be simultaneously executed and delivered as originals or by facsimile communication in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement.

14. **Notices.**

Any demand, notice or other communication to be given in connection with this Agreement will be given in writing, and will be given by personal delivery, by registered mail, or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

Dome Ventures Corporation
2200 – 885 West Georgia Street
Vancouver, B.C. V6C 3E8
Attention: Brian Edgar
Facsimile: (604) 687-4646

With a copy to:

Koffman Kalef
1900 – 885 West Georgia Street
Vancouver, B.C. V6C 3H4
Attention: Doug Side
Facsimile: (604) 891-3788

To the Purchaser:

NBTY Acquisition Inc.
90 Orville Drive, Bohemia
New York, 11716-2510
Attention: Irene Fisher
Facsimile: (631) 567-7148

With a copy to:

McCarthy Tétrault LLP
1300 - 777 Dunsmuir Street
Vancouver, British Columbia
V7Y 1K2

Attention: Joyce Lee
Facsimile: (604) 622-5628

or to such other address, individual or facsimile communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the 5th Business Day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given on a Business Day during the normal business hours of the recipient and on the next Business Day during with such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

15. Independent Review and Advice.

Each of the parties hereto represents and warrants to the other parties that such party has carefully read this Agreement; that such party executes this Agreement with full knowledge of the contents of this Agreement, the legal consequences thereof, and any and all rights which each party may have with respect to one another; that such party has received independent legal advice with respect to the matters set forth in this Agreement and with respect to the rights and asserted rights arising out of such matters, and that such party is entering into this Agreement of the such party's own free will. The parties expressly agree that there are no expectations contrary to this Agreement and no usage of trade or regular practice in the industry shall be used to modify the Agreement. The parties agree that this Agreement shall not be construed for or against either party in any interpretation thereof.

16. Governing Law and Submission to Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without giving effect to any choice or conflicts of law, provision or rule. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise howsoever both at law and in equity, arising out of or in any way connected with the constitution, breach, or alleged, threatened or anticipated breach of this Agreement, and shall have jurisdiction to hear and determine all questions as the validity, existence or enforceability thereof.

17. **Definitions and Interpretation.**

Except as otherwise specifically provided in this Agreement, any capitalized terms shall have the meanings ascribed to them in the Share Purchase Agreement, the singular of any term will include the plural and vice versa, the use of any term will be equally applicable to any gender, "or" will not be exclusive, "including" will not be limiting and any reference to any "Section" will be construed as a reference to the relevant provision of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

NBTY ACQUISITION INC.

Per: ____________________
Name:
Title:

SISU INC.

Per: ____________________
Name: BRIAN D. EDGAR
Title: PRESIDENT

DOME VENTURES CORPORATION

Per: ____________________
Name: BRIAN D EDGAR
Title: PRESIDENT

17. **Definitions and Interpretation.**

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IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

NBTY ACQUISITION INC.

Per:
Name:
Title:

HARVEY KAMIL
PRESIDENT

SISU INC.

Per:
Name:
Title:

DOME VENTURES CORPORATION

Per:
Name:
Title: