



It is understood and agreed that the parties to this Agreement would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed under this Agreement (“Confidential Information”) can be described as and includes the following:

Technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets relating to existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing and current or future business plans and models, specific information regarding products to be stored or manufactured or co-packed at the Facilities, including recipes, formulas, processes, flavoring, types and brands and qualities of product or food being prepared at the Facilities.

In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed as such in a writing and marked as “confidential” (or with another similar designation) at the time of disclosure; and/or (b) disclosed in any other manner and identified as confidential at the time of disclosure.

2. The parties agree that they shall keep the Confidential Information confidential, shall use said Confidential Information only as necessary in the context of their business relationship and for the purpose of evaluating potential business, employment and/or investment opportunities and relationships.

3. The parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or governmental agencies having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation or other entity) without prior written consent. The parties shall satisfy their obligations under this paragraph if they take affirmative measure to ensure compliance with these confidentiality obligations by their employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. "Confidential Information" does not include the following:

A. Any information that the receiving party already knew about or had in its possession upon receipt of Confidential Information from the giving party.

B. Information that is or becomes a matter of public knowledge through no fault of the receiving party or that is in the public domain at the time of its disclosure.

C. Information that is rightfully received from a third party not owing a duty of confidentiality to the giving party.

D. Information which, although not originally confidential, subsequently becomes a part of the public domain other than through a breach by the receiving party of its obligation of confidentiality.

E. Information that is independently developed by recipient without the use of the giving party's Confidential Information.

5. The parties warrant that they have the right to make the disclosures of Confidential Information under this Agreement.

6. This Agreement does not create, convey, transfer, grant or confer upon either party any rights, license or authority in or to the information exchanged, except the limited right to use the Confidential Information as specified in paragraph 2 above. No license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation to purchase any services, goods or intangibles from the other party. Both parties acknowledge and agree that the exchange of confidential information under this Agreement shall not commit or bind either party to any present or future contractual relationship except as set forth in this or any related agreements between the parties.

8. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party may have no adequate remedy in money or other damages and shall be entitled to injunctive relief. It is further understood that no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedy in the event of a breach or threatened breach of this Agreement.

9. This Agreement will be in effect for five (5) years after the conclusion of business between _____ and Organic Food Incubator.

10. The obligation to protect and maintain the Confidential Information of the other party shall continue indefinitely. The Parties will make their best efforts to protect the Confidential Information of the other party thereafter. However, as regards the manufacture, distribution and invention of new recipes and products within the context of the food industry, notwithstanding the language of this Mutual Non-Disclosure Agreement, either party is free to explore and develop new recipes and products that may be related to its own or the other party's existing products but that are derived from the inventing party's own ideas and experiences in this field. The parties agree that the development and manufacture of any new products derived from the inventing party's own ideas and experience does not constitute a violation of this Agreement.

11. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings or representations with respect thereto. Any modifications to this Agreement must be in writing and signed by the parties. This Agreement will be construed according to the laws of the State of New Jersey. The parties consent

to the jurisdiction of the State of New Jersey and that any action or proceeding arising out of this Agreement or related to this Agreement shall be brought in the State of New Jersey.

12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the extent necessary to enforce the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and have agreed to be bound by its provisions. In acknowledgment of their Agreement, the parties sign their names below.

Organic Food Incubator, LLC

By: Michael Schwartz, Managing Member

Date: _____

Date: _____