**CLIENT NON-DISCLOSURE AGREEMENT**

The Non-Disclosure Agreement (this “Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the

“Effective date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Owner”), of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose registered business address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and David Elston (the “Recipient”), VP of Gourmet Foods Inc. also herein referred to as GFI which is a Food manufacturing contract packaging company, whose business address is 1442 Hwy 96 Burns TN 37029. The Owner is the authorized Rep for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Recipient is the authorized Rep for the co-packer and manufacturer. Both The Owner and The Recipient are also herein referred to as The Parties.

The Owner has requested that the Recipient protect the confidential material and other technologies and information which may be disclosed amongst the Owner, the Recipient, his partners and his employees in order to produce goods required by the Owner. The Recipient has requested that the Owner in return, shall protect all of the trade and technological secrets and specialized equipment used in producing the products requested by the Owner to be produced.

The Owner shall produce to the Recipient, written documentation of the recipes, equipment, methods and all procedures used in producing their product at time of signing this agreement or before any work starts , hence the parties agree as follows:

**1. Confidential Information**. The term “Confidential Information” means any information or material,

which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not

generally known other than by the Owner, and which the Recipient may obtain through any direct or

indirect contact with the Owner and Employees. The same applies to the Owner about the confidential information of the Recipient’s Confidential Information as stated above.

**a. “Confidential Information**” includes without limitation, Names of Clients, business records and address, products made, employee names, plans and any other proprietary information.

**b. “Confidential Information” does not include**:

**i.** Matters of public knowledge that result from disclosure by the Owner;

**ii.** Information rightfully received by the Recipient from a third party without a duty of confidentiality;

**iii.** Information disclosed by operation of law;

**iv.** Information disclosed by the Recipient with the prior written consent of the Owner; and any

other information that both parties agree in writing is not confidential.

**2. Protection of Confidential Information**. The Recipient understands and acknowledges that the

Confidential Information has been developed or obtained by the Owner by the investment of significant

time, effort and expense, and that the Confidential Information is valuable, special and unique asset of

the Owner which provides the Owner with a significant competitive advantage, and needs to be

protected from improper disclosure. The Owner also understands and acknowledges all of the above

also applies to the information of the Recipient. In consideration for the receipt by the Recipient and

Owner of each other’s Confidential Information, The Owner and The Recipient hereby agrees as follows:

**a. No Disclosure**. Both The Recipient and The Owner shall hold each other’s Confidential Information in

confidence and will not disclose the confidential information to any person or entity without the prior

written consent from each other.

**b. No Copying/Modifying**. Both Parties shall not copy and/or modify any Confidential Information

without the prior written consent of each other.

**c. Unauthorized Use**. Either or Both Parties shall promptly cease and desist when notified and advised

by the said Parties herein, if either or both becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**d. Application to Employees**. The Recipient and The Owner shall not disclose any Confidential Information to any their employees, except those employees who are required to have the Confidential

Information in order to perform their job/ duties in connection with the proposed project of the Owner. Permitted Employees and Visitors to whom Confidential Information is disclosed shall and must sign a non-disclosure agreement substantially the same as the Agreement at the inception or before performing any duties. The Recipient shall not be held liable for the breach of any of its employees and all actions should be directed to those specific employee/s who have breached this agreement.

**3. Unauthorized Disclosure of Information** – Injunction. If it appears that the Recipient or The Owner has disclosed or has threatened to disclose any Confidential Information in violation of this Agreement, they shall be entitled to an injunction to restrain the each other from disclosing the Confidential Information in whole or in part. The Parties shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**4. Return of Confidential Information.** Upon the written request of one or both Parties, the return of The Confidential Information shall be returned to the requesting Party/s. A written statement signed by breaching Party/s certifying that all materials have been returned within five (5) days of receipt of the request.

**5. Relationship of Parties**. Neither party has an obligation under this Agreement to purchase any service

or item from the other party, or commercially offer any products using or incorporating the Confidential

Information. This agreement does not create any agency, partnership or joint venture. However if the Owner and the Recipient agree to work together, a signed contract would be needed as to the terms and conditions for producing the product/s for the said Owner.

**6. No Warranty**. The Parties acknowledges and agrees that the Confidential Information is provided on

a *“NEED TO KNOW or WHEN REQUIRED” basis. THE PARTIES MAKES NO WARRANTIES,*

*EXPRESS OR IMPLIED WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND*

*HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF*

*MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE*. The Owner does not

represent or warrant that any product or business plans disclosed to the Recipient will be marketed or

carried out as disclosed, or at all.

**EITHER PARTY ASSUMES THE RISK OF DISCLOSING EACH OTHER’S CONFIDENTIAL INFORMATION.**

**7. Limited License to Use.** The Recipient shall not acquire any intellectual property rights under this

Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as

between the Owner and the Recipient, the Confidential Information and all related copyrights and other

intellectual property rights are (and at all times will be) the property of the Owner. If, However either or both parties does not agree to work with each other from the inception all Confidential Information shall be returned within 7 days of written notification of not wanting to proceed with this project.

**8. Indemnity**. Each party agrees to indemnify, and hold harmless the other party’s officers, directors,

agents, affiliates, distributors, representatives, and employees unless found to be personally

responsible, from any and all third-party claims, demands, liabilities, costs and expenses, including

reasonable attorney’s fees, costs and expenses resulting from the under this Agreement.

**9. Attorney’s Fee**. In any legal action between the parties concerning the Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

**10. General Provisions**. This Agreement sets forth the entire understanding of the parties regarding

confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall

be construed under the laws of the State of Tennessee. This Agreement shall not be assignable be either

party. Neither party may delegate its duties under this Agreement without prior written consent of the

other party. The confidentiality provisions of this Agreement shall remain in full force and effect at all

times after the effective date of this Agreement. If any provision of the Agreement is held to be invalid,

illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect

and construed so as to best effectuate the original intent and purpose of this Agreement.

11. For clarity on all of the above clauses where confidential information is concerned, they all pertain to both The Owner and The Recipient since each would have their own Confidential Information disclosed.

**Client Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Owner Signature of Owner

\_\_\_\_\_\_\_\_\_ for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Recipient Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Recipient Signature of Recipient

 \_\_\_\_\_\_\_\_\_\_\_ for and on behalf of Gourmet Foods Inc.

 Date

**Witness Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Witness Signature of Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date