

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") made by and between Ken Allen, owner of Kenny Bob's Foods Inc, a Tennessee corporation, and **Company Name**.

The Parties are exploring the possibility of engaging in a mutually beneficial business relationship (collectively, the "Business Relationship"). The Parties recognize that during their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

Each party has developed certain confidential information that it may disclose to the other party for the purpose of development and production of **Company Name** products.

Each party wants to review, examine, inspect, or obtain the other party's confidential information only for the purposes described above, and to otherwise maintain the confidentiality of that information pursuant to this agreement.

The parties therefore agree as follows:

1. CONFIDENTIAL INFORMATION

Each party (in such capacity, a "Disclosing Party") may (but is not required to) disclose certain of its confidential and proprietary information to the other parties (in such capacity, a "Receiving Party"). **"Confidential Information" means:**

(a) Information relating to the Disclosing party or its current or proposed business, including recipe's, customer identifying information, potential and intended customers, products, and other confidential information, whether provided orally, in writing, or by any other media that was or will be:

(i) Provided or shown to the Receiving Party of its directors, officers, employees, agents, and representatives (each a "Receiving Party Representative") by or on behalf of the Disclosing Party or any of its directors, officers, employees, agents, and representatives (each a "Disclosing Party Representative"); or

(ii) Obtained by the Receiving Party or a Receiving Party Representative from review of documents or property of, or communications with the Disclosing Party or a Disclosing Party Representative; and

(b) all notes, analyses, compilations, studies, summaries, and other material whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the "Derivative Materials").

The Disclosing Party shall identify Confidential Information disclosed orally within 5 days of disclosure. The Disclosing Party's failure to identify information as Confidential Information is not an acknowledgement or admission by the Disclosing Party that the information is not confidential and is not a waiver by the Disclosing Party of any of its right with respect to that information.

2.OBLIGATION TO MAINTAIN CONFIDENTIALITY

(c) Confidentiality. The Receiving Party shall ensure that each Receiving Party Representative keep the Confidential Information confidential. Except as otherwise required by law, the Receiving Party and Receiving Party Representatives may not:

(i) disclose any Confidential Information to any person or entity other than:

A. a Receiving Party Representative who needs to know the Confidential Information for the purposes of its business with the Disclosing Party; and
B. with the Disclosing Party's prior written authorization; or

(ii) use the Confidential Information for any purposes other than this contemplated by this agreement.

(d) No Reverse Engineering. The Receiving Party may not reverse engineer, disassemble, or decompile any recipes, prototypes, or other tangible objects that embody the Disclosing Party's Confidential Information and that are provided to the Receiving Party under this agreement.

(e) Term. The Receiving Party shall, and require each Receiving Party Representative to, maintain the confidentiality and security of the Disclosing Party's Confidential Information until the earlier of:

(i) Such time as all Confidential Information of the Disclosing Party disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Receiving Party; or

(ii) The third anniversary of the disclosure. However, to the extent that the Disclosing Party has disclosed information to the Receiving Party that constitutes a trade secret under law, the Receiving Party shall protect that trade secret for as long as the information qualifies as a trade secret

3. EXCLUSIONS

The obligations and restrictions of this agreement do not apply to that part of the Confidential Information that:

(f) was or becomes publicly available other than as a result of a disclosure by the Receiving Party in violation of this agreement.

(g) was or becomes available to the Receiving Party on a nonconfidential basis before its disclosure to the Receiving Party or a Disclosing Party Representative, but only if:

(i) the source of such information is not bound by a confidentiality agreement with the Disclosing Party or is not otherwise prohibited from transmitting the information to the Receiving Party or a Receiving Party Representative by a contractual, legal, fiduciary, or to the obligation; and

(ii) the Receiving Party provides the Disclosing Party with written notice of such prior possession either (A) before the execution and delivery of this agreement or (B) if the Receiving Party later becomes aware (through disclosure to the Receiving Party) of any aspect of the Confidential Information as to which the Receiving Party had prior possession, promptly on the Receiving Party so becoming aware; or

(h) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However the Receiving Party shall:

A. provide the Disclosing Party with prompt notice of any such request or requirement before disclosure so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy; and

B. provide reasonable assistance to the Disclosing Party in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Disclosing Party grants a waiver under this agreement, then the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Disclosing Party, the Receiving Party is legally compelled or otherwise required to disclose. The Receiving Party shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed; or

(i) Was developed by the Receiving Party independently without breach of this agreement.

4. RETURN OF PROPERTY

If a Disclosing Party requests, the Receiving Party shall, and shall cause each Receiving Party Representative to promptly (and no later than 30 days after the request):

(j) Return all Confidential Information to the Disclosing Party; and

(k) Destroy all Derivative Material and within 7 days of this destruction provide a written certificate to the Disclosing Party confirming the destruction.

5. PUBLIC DISCLOSURES

Either party may make public disclosures about the existence of this agreement, or the transactions and discussion contemplated by this agreement, without the prior written approval of the other party.

6. OWNERSHIP RIGHTS

Each party acknowledges that the Confidential Information is, and always will be, the Disclosing Party's sole property, even if suggestions made by a Receiving Party are incorporated into the Confidential Information. Neither party obtains any rights, by license or otherwise, in the other party's Confidential Information. Neither party solicits any change in the other party's organization, business practice, service, or products, and the disclosure of the Confidential Information may not be construed as evidencing any intent by a party to purchase any products or services of the other party or as an encouragement to expend funds in development or research efforts. The Confidential Information may pertain to prospective or unannounced products. Neither party may use the other party's Confidential

Information as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

7.RESIDUALS

Neither party may use for any purpose the residuals resulting from access to or work with the other party's Confidential Information. The term "residuals" means information in intangible form that is retained in memory by people who have had access to the Confidential Information, including ideas, concepts, know-how, or techniques contained in that Confidential Information. The parties shall limit or restrict the assignment of these persons and pay royalties for any work resulting from the use of residuals. This section does not give either party a license under the other party's copyrights or patents.

8.NO OBLIGATION

Nothing in this agreement obligates either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussion contemplated by this agreement concerning the business opportunity if any, and to cease further disclosures, communications, or other activities under this agreement on written notice to the other party. Any commitment to proceed with a transaction will be set forth in a separate agreement signed by the parties.

9.NO WARRANTY

All Confidential Information is provided "as is." Neither party makes any warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of any such information.

10.GOVERNING LAW; EQUITABLE RELIEF

(l)Choice of Law. The laws of the state of Tennessee govern this agreement (without giving effect to its conflicts of law principles).

(m)Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Robertson County, Tennessee.

(n)Equitable Relief. The parties acknowledge that a breach of this agreement will cause irreparable harm to the Disclosing Party and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If a

Receiving Party discloses the Confidential Information in violation of this agreement, a Disclosing Party may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.

11.AMMENDMENTS

No amendment to this agreement will be effective unless it is in writing and signed by a party.

12.ASSIGNMENT AND DELEGATION

(o)No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other parties.

(p)No Delegation. Neither party may delegate any performance under this agreement, except with the prior consent of the other parties.

(q)Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

13. COUNTERPARTS; ELECTRONIC SIGNATURES

(r)Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(s)Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

14. SEVERABILITY

If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the

deletion of those provisions would result in such a material change that would cause completion of the transactions contemplated by this agreement to be unreasonable.

15.NOTICES

(t)Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement

shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal deliver, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), or email.

16.WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

17.ENTIRE AGREEMENT

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, regulations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

18.HEADINGS

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

19.EFFECTIVENESS

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this agreement.

20.NECESSARY ACTS; FURTHER ASSURANCES

Each party and its officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

_____Date _____

Ken Allen
CEO, Kenny Bob’s Foods, Inc

_____Date _____