

Mutual Confidentiality and Non-Disclosure Agreement

SFC Global Supply Chain, Inc., its affiliates and subsidiaries, having its principal office at 115 West College Drive, Marshall, MN 56258 (hereinafter collectively referred to as "SFC") and _____, located at _____ (hereinafter referred to as "_____") agree and enter into this Non-Disclosure Agreement ("Agreement") to evaluate certain information for the purpose of discussing various projects, potential business opportunities, financial information, and other proprietary corporate information. In order to achieve and facilitate this purpose, either party may disclose to the other information that it deems confidential, proprietary, or both ("Information").

SFC is primarily engaged in the specialized and highly competitive business of manufacturing, developing, distributing and selling frozen foods. _____ is engaged principally in _____. SFC and _____ are engaged in discussions regarding a relationship or potential relationship whereby _____.

In consideration of the disclosure and the other undertakings giving rise to such disclosure, it is hereby agreed as follows:

- 1. Confidential Information.** The information which has been or may be disclosed by the parties hereto includes, but is not limited to: existence of this Agreement and the fact that the parties are in discussions or negotiations concerning a possible relationship; corporate structure; customer lists; vendor lists; employee information; existing recipes, formulations and specifications; and those developed hereunder; designs; drawings; product compound, type, shape, devices and other materials; product and manufacturing development techniques, technologies or both; pricing; research development processes; any patents, copyrights, trademarks, trade secrets or other similar rights (collectively referred to as "Intellectual Property"); any and all information relating to affiliates and subsidiaries of the parties hereto, and other trade secret information relative to their business, and all analyses, compilations, forecasts, studies or other documents, programs or files prepared by the receiving party containing or reflecting any such information (collectively referred to as "Confidential Information"). Confidential Information shall include written information that is marked clearly as confidential or proprietary; oral or visual information designated as confidential or proprietary at the time of disclosure; and any written, oral or visual information not marked or designated as confidential or proprietary at time of disclosure but that by its nature the recipient knows or should know is confidential. If either party fails to identify disclosed information as Confidential Information at the time of disclosure, it may subsequently identify such information as Confidential Information on a prospective basis, by giving written notice to the other party.
- 2. Limitation on Use.** Each party agrees to receive and maintain all information in strictest confidence and, except as provided herein, shall not use information for its own benefit or disclose it to third parties without the written consent of the disclosing party or use such information in a manner competitive to the other party.
- 3. Non-Confidential Information.** The following information shall not be considered as confidential information of a party:
 - a. Becomes lawfully known without restriction from a source other than disclosing party;
 - b. Is or becomes a part of the public domain without breach of this Agreement;
 - c. Is provided by disclosing Party to others on a non-restricted basis;
 - d. Is known to recipient, as evidenced by its written records prior to receipt thereof under this Agreement;
 - e. Is independently developed by recipient as evidenced by its written records without reference to Information received from the disclosing party;
- 4. Obligations.** Except as authorized by this Agreement or as otherwise authorized in writing by a party disclosing Confidential Information (the "disclosing party"), a party receiving another party's Confidential Information (the "receiving party") agrees that:
 - a. It will take all reasonable measures to prevent unauthorized disclosure of the disclosing party's Confidential Information and any portion thereof;
 - b. It will disclose the disclosing party's Confidential Information and any portion thereof only to such of its employees, officers, directors, affiliates and agents as are necessary to carry out the purposes of this Agreement, shall make such recipients aware of the obligations of confidentiality and use contained in this Agreement, and shall be responsible for any such recipient's breach of the terms of this Agreement;
 - c. It will not use or disclose the disclosing party's Confidential Information for its own account or purposes, other than the purposes of this Agreement, or for the purposes of any other party;
 - d. It will take all reasonable measures to enforce the obligations of confidentiality and use contained in this Agreement with respect to any of its employees or former employees, officers, directors, affiliates and agents who may have had access to the disclosing party's Confidential Information and any portion thereof;
 - e. It shall not tamper with, modify, adapt, translate, reverse engineer, de-compile or disassemble any Confidential Information.
 - f. It will, upon request of the disclosing party, promptly destroy or return any and all documents or other media containing the disclosing party's Confidential Information disclosed to it, together with all copies thereof, including but not limited to any electronic or computer copies or records of or relating to the same.
- 5. Ownership.** No license to the recipient under any trademark, patent, copyright or any other intellectual property right is either granted or implied by conveying of Confidential Information. None of the Confidential Information which may be disclosed or exchanged by the parties will constitute any representation, warranty, assurance, guarantee or inducement by the disclosing party to the recipient, of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons.

The parties hereto agree that any Intellectual Property or Confidential Information brought into this agreement by _____ will remain the property of _____; and that any Intellectual Property or Confidential Information brought into this Agreement by SFC will

remain the property of SFC. However, if jointly developed information results hereunder, the parties agree to negotiate a mutually acceptable subsequent written agreement setting forth ownership and other rights and obligations of the parties with respect to such jointly developed Intellectual Property before either party has the right to use or disclose such jointly developed Intellectual Property. The parties agree that as of the date of signing of this Agreement, no jointly developed Intellectual Property exists between the parties.

6. Term. The parties hereto agree that all of their obligations undertaken herein as recipients of Confidential Information will survive until such time as all Confidential Information of the disclosing party pursuant to the relationship discussed in this Agreement becomes publicly known and made available through no action or inaction of the receiving party.

7. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto as to the Confidential Information and merges all prior discussions between them relating thereto.

8. Modifications. No amendment or modification of this Agreement is valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

9. Counterparts. Either the original or copies, including facsimile transmissions or by electronic mail in portable document format (PDF), of this Agreement may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

10. No Obligation to Disclose Confidential Information. This Agreement does not obligate either party to disclose any information to the other or enter into any other agreement or arrangement. The parties' obligations under this Agreement will survive the termination of their relationship regardless of the manner of such termination. Nothing in this Agreement shall be construed as awarding, promising, or guaranteeing either party any right to do business with the other party.

11. Governing Law. This Agreement shall be construed and governed by the laws of the State of Minnesota, except for its conflict of laws provisions. The parties agree that breach of this Agreement may cause irreparable damage. Accordingly, the parties agree that the aggrieved party has the right to seek injunctive relief upon the breach or threatened breach of this Agreement by the other party. This remedy is in addition to any other remedies available at law or equity.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SFC Global Supply Chain, Inc.
Signature: _____
Printed Name: _____
Title: _____
Date: _____