



## RECIPROCAL NON-DISCLOSURE AGREEMENT

2043 Airpark Court • Auburn, CA. 95602 • 530.823.8527

This Reciprocal Non-Disclosure Agreement ("Agreement") made and effective this day, \_\_\_\_\_ by and between MAD WILL'S FOOD COMPANY, a division of Nor Cal Food Solutions, and \_\_\_\_\_.

In furtherance of a possible business relationship, MAD WILL'S FOOD COMPANY and \_\_\_\_\_ desire to arrange for each to receive certain confidential and proprietary information of the other party.

### **The parties agree as follows:**

**1. Information** - For the purpose of this Agreement, "Confidential Information" shall mean information or material that is confidential and proprietary to the disclosing party ("Owner").

**Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature:** recipes, production formulas, cooking methods, samples, designs, drawings, diagrams, specifications, documentation, flow charts, marketing and development plans, business plans, financial information, customer lists, and other similar information that is proprietary to and confidential information of the Owner. Confidential information that is disclosed orally is to be considered the same as if it were written.

**Confidential information does not include information that:** is or becomes a part of the public domain; is known by the Receiving Party at the time of disclosure without breach of this Agreement by the Receiving Party; is legitimately obtained from a third party under no obligation of confidentiality to the Disclosing Party; or is released by the Disclosing Party in writing.

**2. Ownership** - All Confidential Information disclosed by Owner shall remain the property of Owner.

### **3. Use of Information**

**a.** A receiving party ("Recipient") shall use the Confidential Information only for the purpose of evaluating Owner's products, services and any proposed business transaction. Following disclosure, Recipient shall keep confidential and not disclose the Confidential Information to any other person, firm, or corporation in perpetuity.

**b.** MAD WILL'S FOOD COMPANY and \_\_\_\_\_ each agree to restrict circulation of Confidential Information in their respective organizations to those employees who need to receive Confidential Information in order to carry out the stated purposes and to give such employees instructions to hold in confidence all Confidential Information made available to them and to use the Confidential Information only for authorized purposes.

**4. Return of Information** - All Confidential Information and copies thereof shall be returned to the Owner at Owner's request. At the Owner's option, Confidential Information, including all copies, may instead be destroyed by Recipient, provided Recipient certifies such destruction to Owner within five (5) days.

**5. No Exclusivity** - Nothing in the Agreement shall be construed to prohibit either party from dealing with any other person, firm, or other entity regarding the distribution, purchase or use of any product or service, or for any other reason.



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**6. No Publicity** - Each party agrees that it will not, without the prior written consent of the other, issue any press release or announcement or otherwise disclose the existence or nature of this Agreement and/or proposed business arrangement.

**7. No Assignment** - This Agreement may not be assigned by either party without the prior written consent of the other party.

**8. Severability** - If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this agreement.

**9. No License** - Nothing herein shall be construed as a grant by an Owner of any license, directly or by implication, estoppels or otherwise, in any Confidential Information.

**10. Governing Law** - This Agreement shall be construed according to and governed by the laws of the State of California.

**11.** The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of confidential information and that the Owner shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

**12. Notices** - Any notice required by this Agreement or given in connection with it, shall be in writing, and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services:

If to: **MAD WILL'S FOOD COMPANY**

2043 Airpark Court

Auburn, CA. 95602

If to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**13. Headings** - Heading used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

MAD WILL'S FOOD COMPANY By: \_\_\_\_\_ Date \_\_\_\_\_

Client By: \_\_\_\_\_ Date \_\_\_\_\_