

# Signature Seasonings, LLC

## Confidential and Non-Disclosure Agreement

This Agreement is made and entered into on the date of last signature herein (hereinafter referred to as "effective date") between \_\_\_\_\_ (herein after referred to as "Discloser") and Signature Seasonings, LLC, PO Box 56438, Virginia Beach, VA 23456 (hereinafter referred to as "Recipient").

Whereas, Discloser desires to disclose information pertaining to \_\_\_\_\_, The Recipient would therefore receive a manufacturing, distributional, marketing and/or a sales opportunity. The disclosure is for the purpose of entering into a contractual relationship relating to its commercial use or development of the information disclosed.

Whereas, the Discloser has developed and owns information which he has kept in confidence and/or regards as proprietary information ("information"); and

Whereas it is or may be necessary to disclose said information in order for Recipient to consider whether the use of the Information will provide a manufacturing, distributional, marketing and/or a sales opportunity; and

Whereas, Recipient is desirous of acquiring the information to evaluate whether the use of the above referenced matter will provide a manufacturing, distributional, marketing and/or a sales opportunity;

Whereas, acquiring the information is necessary for manufacturing and/or pricing;

NOW, THEREFORE, in a consideration of both parties' interest in exploring the commercial opportunities for the aforementioned information, it is agreed as follows:

1. The aforementioned information shall be disclosed to Recipient. The obligations of Recipient under this agreement shall apply to all persons receiving the information or if the Recipient is receiving this disclosure in a corporate capacity then the obligations will extend to corporate organizations or units receiving the information. This Agreement shall be binding upon any of the successors to any of the parties in this agreement.
2. Recipient will maintain the information received under this Agreement on a confidential basis and all documents relating to these products shall contain the following statements that "This Is A Confidential Document and Disclosure Is Limited By Contract With \_\_\_\_\_".
3. Recipient shall not disclose or make use of any of the information obtained pursuant to the Agreement for any purpose other than evaluating the opportunity of the commercial use of the Information disclosed.
4. Any and all employees of a Recipient receiving the Information in a corporate capacity who will be examining the information shall review this Confidential Disclosure Agreement and be bound thereby.
5. Recipient agrees both during and after termination of the Agreement not to reveal to any person or corporation any confidential or proprietary information or any other information relating to the aforementioned Information belonging to Discloser. Recipient will only make use of any Information belonging to Discloser. Recipient will make use of any Information submitted pursuant to this Agreement under the terms of a contractual relationship with Discloser.
6. Both parties acknowledge that there are no other arrangements, agreements, or understandings between Discloser and Recipient, verbal or written, regarding the subject matter of this

Agreement, and both parties agree that there shall be no modification or amendment to the terms hereof other than by a superseding written agreement, fully executed by both parties.

7. It is agreed that nothing contained herein is to be construed as granting any license, express or implied, under any existing or future patents or trade secrets or disclosures for any purpose.
8. At no later than the end of a sixty (60) day period after receipt of Information, Recipient shall determine and announce whether they desire to negotiate a contractual relationship relating to the commercial use of the information disclosed. If at the end of the sixty (60) day term after receipt of the Information, or at any time during the term, Recipient announces that they do not desire to negotiate for the commercial use of the Information disclosed, they shall promptly return to Discloser all disclosures made pursuant to the Agreement, and all information relating thereto. If Recipient decides to negotiate for the opportunity to use the Information disclosed pursuant to this Agreement, they may retain all disclosures and Information obtained until notified by Discloser for its return.

A fax transmission of this agreement duly executed by the parties or any other documents transmitted between parties under this agreement shall be considered as an original and be legally binding.

Discloser:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date:

Recipient:

Signature Seasonings, LLC  
Company

Chris Anderson  
Name

President  
Title

\_\_\_\_\_  
Signature

Date: