

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is entered into by and between Sam Stewart ("Stewart") and \_\_\_\_\_ ("Recipient").

WHEREAS, Recipient wishes to have discussions and other interactions with Stewart which may ultimately be to the substantial benefit of Recipient;

WHEREAS, such discussions and other interactions will involve the disclosure to Recipient of, or Recipient's review or acquisition of, Stewart's "Confidential Information" as such term is defined herein;

WHEREAS, Stewart and Recipient wish to protect Stewart's Confidential Information;

NOW, THEREFORE, in consideration of the benefits to Recipient and Stewart of the aforesaid discussions and other interactions and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.     **Definitions:** As used in this Agreement, "Confidential Information" means all information of whatever nature, whether oral, written, electronic or otherwise, which pertains or relates to Stewart's concepts, ideas, notes, recipes, written materials, and possible marketing methods regarding the ingredients, techniques, and equipment involved in the production of gluten-free and wheat-free food items. "Confidential Information" also includes, but is not limited to, (1) visual observations and actions performed by Recipient or its agents in conjunction with activities performed with or at the direction of Stewart, (2) "trade secrets" as that term is defined in California Civil Code section 3426.1; and (3) all information which is marked, or designated as, "confidential" or "proprietary." The term "Confidential Information" shall be construed broadly, but does not include information (1) which omits details as to the ingredients, techniques, and equipment described above, such as pictures or descriptions of finished products or the existence thereof, or the fact that an unspecified new technique has been developed; (2) which is or which later becomes generally available to the public other than as a result of disclosure by Stewart or her representatives, agents or employees; or (3) which is already possessed or known to Recipient as of the date hereof from sources other than Stewart, her representatives, agents or employees.

2.     **Recipient's Duty to Maintain Confidentiality:** Recipient agrees: (a) to hold the Confidential Information in confidence and to take all reasonable and necessary precautions to protect such Information from disclosure to third parties (such precautions to include, but not to be limited to, all precautions Recipient employs with respect to its own confidential materials); (b) not to divulge, directly or indirectly, any Confidential Information or any information derived therefrom to any third party without the prior written consent of Stewart; (c) not to make any use whatsoever at any time of the Confidential Information except for the specific purpose and to the extent specifically permitted by Stewart in writing; (d) to limit the use of, and access to, the Confidential Information to Recipient's agents who need such use or access for the purpose identified pursuant to the preceding clause (d); and (e) to cause its agents to comply with the obligations set forth herein.

3.     **Duration of Confidentiality:** This agreement shall be upheld until such time as

the confidential information is made public, in a book, web site, video, or other such mainstream media. In the event it is released only in the form of a class or personally disseminated form not available to the greater public, this agreement shall remain in force. If the information is sold to a business not owned by Stewart, this agreement will give way to the terms of the contract created for the purpose of the sale. Recipient may also be released by notification issued and signed by Stewart.

4. ***Return of Confidential Information:*** All Confidential Information provided to Recipient by Stewart shall remain the property of Stewart. Immediately upon the demand of Stewart, Recipient shall return to her all Confidential Information and all documents or media containing any such Information and all copies or extracts thereof.

5. ***No Implied Agreements, Etc.:*** Nothing herein shall be understood to require Stewart to disclose any information to Recipient. Any information shall be disclosed, if at all, at the sole option of Stewart. Recipient acquires no intellectual property rights under this Agreement or under any disclosure pursuant hereto, except the limited right to use, in accordance with this Agreement, the Confidential Information revealed to it by Stewart. No warranties are given with respect to the Confidential information disclosed under this Agreement and all implied warranties are disclaimed. This Agreement shall not create any obligation on the part of a party to enter into a business relationship with the other party or an obligation to refrain from entering into a business relationship with any other person or entity. Nothing in this Agreement shall be construed as creating a joint venture, partnership or employment relationship.

6. ***Remedies for Breach:*** Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, any violation of this Agreement would cause Stewart irreparable injury, no remedy at law would be adequate and that, therefore, upon any such violation or any threat thereof, Stewart shall be entitled to injunctive and other appropriate equitable relief in addition to whatever remedies she might have at law. Recipient will notify Stewart in writing immediately upon the occurrence of any unauthorized release of Confidential Information or upon the occurrence of any other violation of this Agreement.

7. ***Oregon Law Governs:*** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to any choice or conflicts of law provision or rule that would cause the application of laws of any other jurisdiction.

8. ***Attorneys' Fees:*** In any action under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, including those attorneys' fees incurred to enforce the final judgment.

9. ***Entire Agreement:*** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

10. ***Manner of Modification or Waiver:*** No failure or delay in enforcing any right hereunder shall be deemed a waiver. This Agreement and any provision of it may be modified, amended or waived only by a writing that is signed by the party to be bound. Any ratification of, or acquiescence to, any violation of this Agreement must also be in writing. No waiver of any breach, right, or remedy shall be deemed a waiver of any other breach, right, or remedy, whether

or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

11. ***Severability in Event of Partial Invalidity:*** If any provision of this Agreement is held in whole or in part to be unenforceable, illegal or invalid for any reason, the remainder of that provision and of the entire Agreement shall be severable, shall not have its validity or enforceability affected and shall remain in effect.

12. ***Headings Not to Affect Interpretation:*** The headings to the paragraphs in this Agreement are included as a matter of convenience only and are not to be considered in interpreting or construing this Agreement.

13. ***Counterparts:*** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile shall have the same force and effect as original signatures.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Sam Stewart

Address: 9050 SW Gilbert Creek Rd.  
Willamina, OR 97396

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_