

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made this ____ day of _____, _____, by and between JES Foods, an Ohio Corporation, and _____

the parties hereto agree hereby as follows:

1. To further the potential business relationship between themselves, each party may find it necessary and desirable to disclose to the other party certain confidential information both oral and written pertaining to its technology, discoveries, ideas, concepts, know-how, designs, specifications, marketing plans, and other technical, financial, business plans and strategies. Specifically the parties may be disclosing certain highly valuable, confidential and proprietary information including information relating to its vendors and relationships and information associated with its technology, plans and strategies (all such information is collectively referred to hereinafter as the "Confidential Information").
2. Neither party shall directly or indirectly reveal, publish, disclose, transfer or communicate any of the Confidential Information to any third party. Neither party shall use such Confidential Information for any purpose other than the limited purposes described in this Agreement.
3. Each party shall take all reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, to keep confidential the Confidential Information. Neither party shall use the Confidential Information nor circulate it within its own organization except as on a need-to-know basis and to the extent necessary for discussions and consultations with personnel or authorized representatives of the other party regarding the Confidential Information.
4. Upon discovery of any unauthorized possession, use or knowledge of any of the Confidential Information, the receiving party shall immediately notify the disclosing party of the same, and shall cooperate with the disclosing party to regain possession or prevent further unauthorized use of the Confidential Information. If such unauthorized possession or use of the Confidential Information is the result of the negligence of the receiving party or of any breach by the receiving party of the terms of this Agreement, the receiving party, at its own expense, take all reasonable actions, including if likely to be effective, court proceedings, to recover possession of, or (as the case may be) to prevent further unauthorized use or disclosure of the Confidential Information.
5. Upon demand each party shall return to the other any originals, duplicates, copies, reproductions and summaries of Confidential Information received from the other.
6. All Confidential Information is and shall remain the property of the disclosing party. By disclosing such information each party does not grant to the other any express or implied right to or under any of its patents, copyrights, trademarks or trade secret information.

7. Neither party shall have an obligation to preserve the confidential or proprietary nature of any information which:

a. was already known to the receiving party free of any obligation to keep it confidential at the time of its disclosure by the disclosing party as evidenced by its written records prepared prior to such disclosure; or

b. is, or becomes, publicly known through no wrongful act of the receiving party to which the information was disclosed; or

c. is rightfully received from a third person or company having no direct or indirect secrecy or confidential obligation with respect to such information; or

d. is disclosed to a third person by the disclosing party without similar confidentiality restrictions on such third person's rights; or

e. is approved for release by written authorization of the disclosing party.

8. Subject to the limitation set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

9. All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. The receiving party shall defend, hold harmless and indemnify the disclosing party for any liability, loss, claims, or damage of any kind, including reasonable attorney's fees, incurred by the disclosing party as a result of any disclosure or use of any Confidential Information in violation of the provisions of this Agreement.

11. This Agreement shall be governed by the laws of the State of Ohio and contains the full and complete understanding of the parties with the respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first above written.

JES FOODS

Company: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____