

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into on (Date): _____, 2010, by and between:

(Business Name): _____ (Name): _____

(hereinafter called "Contact"); (Address): _____

(City, State, Zip): _____

and Pro-Liquitech, LLC, d/b/a Flavorman, a Kentucky limited liability company having offices at 809 South 8th Street, Louisville, Kentucky 40203.

WITNESSETH:

WHEREAS, Contact may have access to certain "Confidential Information" of Flavorman as defined below, and WHEREAS Flavorman may have access to certain "Confidential Information" of Contact as defined below, in consequence of certain business to be conducted between Contact and Flavorman, and

WHEREAS, Confidential Information includes information provided at any time, including prior to the date of this agreement, and consists of, but is not limited to:

Contact: clients, suppliers, specifications, formulations, technology, procedures, and brand names pertaining to food and beverage products, financial information and

Flavorman: clients, suppliers, specifications, formulations, technology, procedures, and brand names pertaining to food and beverage products, financial information and

WHEREAS, it is the mutual desire of both parties to preserve the secrecy and confidentiality of each party's Confidential Information which has been disclosed pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the disclosure described herein and for other good and valuable consideration, it is hereby agreed as follows:

- 1) As used herein, the following terms shall have the meanings indicated:

"DISCLOSING PARTY" -- the party disclosing its Confidential Information to the other party pursuant to the terms hereof.

"RECEIVING PARTY" -- the party receiving the Confidential Information of the other party pursuant to the terms hereof.

- 2) RECEIVING PARTY hereby acknowledges that DISCLOSING PARTY has made a clear representation that the Confidential Information has been developed by DISCLOSING PARTY through expenditure of substantial time and effort and agrees to retain the Confidential Information in confidence and to withhold the same from publication and from availability to others in accordance with Paragraph 3 hereof.
- 3) Except as authorized by the Agreement or as specifically authorized in writing by DISCLOSING PARTY, RECEIVING PARTY agrees that:
 - a. It will hold the Confidential Information in confidence and it will be divulged only to those employees, agents or representatives of RECEIVING PARTY who have a

- demonstrable need to know said information and who have been informed of and have agreed to be bound by the nondisclosure obligations;
- b. It will not use such Confidential Information for its own account or purposes or the purposes of any third party;
 - c. It will not make copies of documents containing disclosures of such Confidential Information, without the consent of the DISCLOSING PARTY;
 - d. It will require of all persons under its control who may come into contact with such Confidential Information including all persons to whom it may deliver documents and materials as a necessary part of achieving the purposes set forth above, to agree to be bound by the same obligations of confidence imposed upon RECEIVING PARTY by the Agreement;
 - e. It will immediately return all Confidential Information obtained from DISCLOSING PARTY to said party upon request and will not thereafter retain copies of any such Confidential Information whatsoever.
- 4) Excluded from the above restrictions upon disclosure, however, is any part of such Confidential Information;
- a. That can be demonstrated to have been in the public domain prior to the date hereof and prior to any disclosure of such information to RECEIVING PARTY by DISCLOSING PARTY, whether directly or indirectly;
 - b. That can be demonstrated to have been in RECEIVING PARTY's possession prior to any disclosure of such information to RECEIVING PARTY by DISCLOSING PARTY, whether directly or indirectly;
 - c. That becomes part of the public domain by publication or otherwise through no fault or negligence on the part of RECEIVING PARTY;
 - d. That is disclosed pursuant to a requirement of a governmental agency or as is required by operation of law;
 - e. That is independently developed by the RECEIVING PARTY without use of or reliance on the Confidential Information of the DISCLOSING PARTY.
- 5) RECEIVING PARTY agrees that it will be responsible for maintaining the secrecy and confidentiality of such Confidential Information as required by this agreement and will be responsible in such regard for the actions and activities of all its agents, employees and designees while working with said Confidential Information and RECEIVING PARTY agrees to indemnify and hold harmless DISCLOSING PARTY from all damages and expenses which DISCLOSING PARTY may sustain as a result of any unauthorized disclosure of such Confidential Information by RECEIVING PARTY hereunder.
- 6) DISCLOSING PARTY agrees to indemnify and hold RECEIVING PARTY harmless against any loss, cost damage or expense incurred by RECEIVING PARTY in the event any third party asserts a proprietary interest in any Confidential Information and makes a claim against RECEIVING PARTY in consequence of its receipt or use of such Confidential Information.
- 7) RECEIVING PARTY acknowledges that RECEIVING PARTY's breach of this Agreement will cause DISCLOSING PARTY irreparable harm and that monetary relief will not adequately compensate DISCLOSING PARTY for its losses caused by RECEIVING PARTY's breach of this Agreement. Therefore, DISCLOSING PARTY shall be entitled to equitable relief, including injunctions and specific performance, for any breach of this Agreement by RECEIVING PARTY, in addition to all other available remedies at law or in equity.
- 8) The rights and obligations of the parties hereto and the validity, construction and interpretation of this agreement in any action, suit, or proceeding arising out of this Agreement shall be governed by Kentucky law and any such action, suit, or proceeding shall be brought in the Kentucky or federal courts located in Louisville, Kentucky.

- 9) The failure of DISCLOSING PARTY to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of its rights under that provision or under any other provision. DISCLOSING PARTY may at any time insist upon strict performance of the breached provision or elect to pursue any other remedy available to it. No failure of DISCLOSING PARTY to pursue a remedy hereunder shall be construed as a continuing waiver of the breached provision, or of any other rights of DISCLOSING PARTY, unless so specified in writing, signed by DISCLOSING PARTY.
- 10) If DISCLOSING PARTY brings any legal action under this Agreement, DISCLOSING PARTY shall have the right to recover costs and attorney's fees from RECEIVING PARTY in addition to any and all other rights that it may have or acquire pursuant to the terms and conditions of this Agreement.
- 11) The invalidity or unenforceability of any provision of this agreement shall not affect any other provision hereof, and if any particular provision is determined to be invalid or unenforceable, the remainder of this agreement shall be interpreted and construed as if such provision were omitted.
- 12) The provisions of this agreement shall continue to remain in full force and effect for a period of five (5) years following the termination of any business relationship between the parties hereto.
- 13) This Agreement constitutes the entire agreement of the parties regarding the subject matter and super cedes all previous agreements whether written or oral. It shall not be modified except by a writing signed by RECEIVING PARTY and a duly authorized officer of DISCLOSING PARTY.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures the day and year first above written.

FLAVORMAN

By: _____
 Martin R. Snyder
 Business Director

CONTACT

Business Name: _____ **Signature:** _____

Title: _____ **Name Printed:** _____

Submit the completed MNDA by email to info@flavorman.com **OR** fax to (502) 266-7336.
 Please provide your Email **OR** Fax# so we can sign and return the MNDA to you for your records.

Email Address: _____

OR Fax #: _____