



RECIPE ANALYSIS NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and effective the _____ by and between **Sherri Pinero, RD** (herein referred to as "Recipient") and _____ (herein referred to as "Owner").

1. Confidential Information.

Owner proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Recipient. Confidential Information shall include all recipes, ingredients, materials, products, specifications, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipient by Owner.

2. Recipient's Obligations.

Recipient agrees that the Confidential Information is to be considered confidential and proprietary to Owner and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Owner, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from Owner to any other party whatsoever except with the specific prior written authorization of Owner.

3. Term.

The obligations of Recipient herein shall be effective _____, from the date Owner last discloses any Confidential Information to Recipient pursuant to this Agreement.

4. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of **California** and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

5. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Recipe Analysis

Sherri Pinero, RD, President

Date

Owner (Print Name)

Date

Owner Signature