



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made effective as of _____ between Santa Fe Importers, Inc. (dba Marisa Foods) of 1401 Santa Fe Avenue, Long Beach, California, 90813, and _____ at _____.

In this Agreement, the party who owns the Confidential Information will be referred to as “Owner”, and the party to whom the Confidential Information will be disclosed will be referred to as “Recipient”.

_____ (“Owner”) is engaged in _____.
Santa Fe Importers (“Recipient”) is engaged in food processing and distribution. This agreement is entered into to determine the feasibility of Recipient co-packing for Owner. Recipient has represented that they will protect the confidential material and information which may be disclosed between Owner and Recipient. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term “Confidential Information” means any information or material which is proprietary to Owner, whether or not owned or developed by Owner, which is not generally known other than by Owner, and which Recipient may obtain through any direct or indirect contact with Owner.

a. Confidential Information includes without limitation:

- ✓ business records and plans
- ✓ financial statements
- ✓ customer lists and records
- ✓ trade secrets
- ✓ technical information
- ✓ products
- ✓ inventions
- ✓ product design information
- ✓ pricing structure
- ✓ discounts
- ✓ costs
- ✓ _____

And other proprietary information

II. PROTECTION OF CONFIDENTIAL INFORMATION. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by Owner by the investment of significant time, effort and expense, and that they Confidential Information is a valuable, special and unique asset of Owner which provides Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Owner.

No Copying. Recipient will not copy or modify any Confidential Information without the prior written consent of Owner.

Unauthorized Disclosure of Information. If it appears that Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Owner shall be entitled to an injunction to restrain Recipient from disclosing, in whole or in part, the Confidential Information. Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Owner, Recipient shall return to Owner all written materials containing the Confidential Information. Recipient shall also deliver to Owner written statements signed by Owner certifying that all materials have been returned within five (5) days of receipt of the request.

IV. NO WARRANTY. Recipient acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Owner MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Owner BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Owner does not represent or warrant that any product or business plans disclosed to recipient will be marketed or carried out as disclosed, or at all. Any actions taken by Owner in response to the disclosure of the Confidential Information shall be solely at the risk of Owner.

V. LIMITED LICENSE TO USE. Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Recipient acknowledges that, as between Owner and Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Owner, even if suggestions, comments, and/or ideas made by Recipient are incorporated into the Confidential Information or related materials during the period of the Agreement.

VI. GENERAL PROVISIONS. This agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:

By: _____

Name/Title: _____

Recipient:

SANTA FE IMPORTERS, INC.

By: _____

Name/Title: _____