

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into as of _____, 20__ (the "Effective Date"), by and between REED FOOD TECHNOLOGY, INC., ("RFT"), and _____ ("COMPANY").

WHEREAS, the Company and RFT agree to exchange certain confidential information relating to the development of proprietary food products.

WHEREAS, the Company and RFT agree to review, examine, inspect and receive such information only for the purposes described above, and to hold such information confidential and secret pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions:

(a) "Receiving Party" refers to the party to this Agreement that has received or been granted access to Confidential Information of the Disclosing Party.

(b) "Disclosing Party" means the party to this Agreement that has disclosed, provided, or granted access to the Receiving Party certain Confidential Information of such Disclosing Party.

For purposes of this Agreement, the terms "Receiving Party" and "Disclosing Party" shall, except where the context otherwise indicates, include each such party's respective direct and indirect subsidiaries and affiliates.

(c) "Confidential Information" means all information, whether written, oral, electronic or in any other medium (including both factual matters and opinions, as well as observations by the Receiving Party, for example during site visits), provided by the Company to RFT or by RFT to the Company or their respective Representatives as contemplated by this Agreement. Confidential Information shall not include any information which: (1) is or becomes available to the public other than as a result of a breach of this Agreement by the Receiving Party or its Representatives; (2) is rightfully received by the Receiving Party from a third party that is not known by the Receiving Party to be under an obligation to keep such information confidential; (3) is independently developed by the Receiving Party without reliance in any way on any Confidential Information; or (4) was known to the Receiving Party prior to its receipt from the Disclosing Party.

(d) "Representative" means any director, officer, employee, agent, or advisor of a Receiving Party.

2. Non-Disclosure. The Receiving Party covenants and agrees that it shall hold the Confidential Information in strict confidence and, except as otherwise expressly permitted by this Agreement, shall not, directly or indirectly, disclose, communicate or make accessible to any person or entity or otherwise use any Confidential Information without the prior express written consent of the Disclosing Party. The Confidential Information shall be used solely for the purposes for which the Confidential Information is supplied to the Receiving Party under this Agreement and shall not be used for any other purpose.

3. Intellectual Property. Neither party shall acquire any intellectual property rights under this Agreement relative to the other party's Confidential Information. Each party acknowledges that the Confidential Information received by it from the other party, and all related copyrights and other intellectual property rights are, and at all times will be, the property of the other party, even if suggestions, comments, or ideas made by it are incorporated in the Confidential Information or related materials.

4. Recipes and Formulations. All recipes and formulations provided by the Company to RFT shall be and remain the sole property of the Company. RFT shall solely own all recipes and formulations created by RFT in furtherance of the Company's business with RFT. Whether provided by the Company or created by RFT in furtherance of Company's business with RFT, all such recipes and formulations shall be used by RFT solely for Company's business with RFT and shall not be used for any other purpose. RFT covenants and agrees that it shall hold all such recipes and formulations in strict confidence and, shall not, directly or indirectly, disclose, communicate or make accessible to any person or entity or otherwise use such information without the prior express written consent of the Company.

5. Representatives. Any Representative of a Receiving Party who receives Confidential Information shall be informed of the confidential nature of the Confidential Information and shall be bound by written agreement, or as a matter of employment, to standards no less stringent than this Agreement to not disclose such Confidential Information or use the same except consistent

with the purposes of this Agreement. The Receiving Party shall be liable to the Disclosing Party for any breach of this Agreement by its Representatives.

6. Disclosure Required By Law. In the event the Receiving Party is required by law or a court order to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party in writing of such required disclosure in order that the Disclosing Party may seek a protective order, confidential treatment, or other appropriate remedy.

7. Continuing Duty. The obligations and duties of the Receiving Party set forth in this Agreement regarding the disclosure and use of Confidential Information shall continue in full force and effect for so long as such Confidential Information remains as such under the terms of this Agreement.

8. Return of Confidential Information. At the Disclosing Party's request, the Receiving Party shall return promptly to the Disclosing Party all Confidential Information received by the Receiving Party and all copies thereof. and in the case of electronic copies, the Receiving Party will insure that the Confidential Information is permanently erased or rendered inaccessible.

9. Remedies. Both parties acknowledge that a breach of this Confidentiality Agreement may give rise to irreparable injury to the Disclosing Party that cannot be compensated for adequately by damages. Consequently, the Disclosing Party shall be entitled, in addition to all other remedies available to injunctive and other equitable relief to prevent a breach of this Agreement relative to any threatened or further disclosure, misappropriation or otherwise, and to secure the enforcement of this Agreement in any court of competent jurisdiction as provided herein.

10. Relationship of the Parties. This Agreement shall not be construed as creating a joint venture, partnership, or other form of business association between the parties to this Agreement.

11. Indemnification. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any and all damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including attorneys' fees and costs incurred in the enforcement of this indemnity) arising out of or in connection with the breach by the Receiving Party of this Agreement.

12. Attorney's Fees. If any action is brought to enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees (including without limitation, the allocated costs for services of in-house counsel).

13. Governing Law. This contract shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi (without regard to any conflict of laws principles), and the parties agree that the exclusive venue for any dispute under this Agreement shall be in the appropriate state court in Rankin County, Mississippi.

14. Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties and supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the parties to this Agreement.

15. Waiver. No failure or delay by either party in exercising any rights, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power, or privilege hereunder.

16. Severability. The invalidity or unenforceability of any particular provision of this Agreement in whole or in part shall not affect any other provision, and this Agreement and each and every provision shall be construed in all respects as though such invalid or unenforceable provision were omitted.

17. Counterparts. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same original of this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

REED FOOD TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____