

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Bakers Pride Inc. (“**Company**”), with its principal place of business at 3400 Mt. Pleasant Street, Burlington, IA 52601 and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (“**Recipient**” and hereinafter with Company, the “**Parties**”).

**WHEREAS**, Company desires to set forth the terms under which Recipient will receive and safeguard Company’s Proprietary Information (which term is defined below).

**NOW, THEREFORE**, in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proprietary Information.** Recipient acknowledges and agrees (a) that all information disclosed in writing to the Recipient by Company concerning the Company and which is legibly marked “Proprietary” or with words of similar meaning, or (b) that all information concerning Company which is disclosed to the Recipient in the course of an oral exchange or demonstration of designs, or (c) that all information concerning Company which is disclosed to the Recipient in a writing not containing a proprietary legend but which is clearly described by Company as “confidential,” is confidential and proprietary to Company (“**Proprietary Information**”). Recipient shall keep secret and retain in strictest confidence the Proprietary Information. Proprietary Information for purposes of this Agreement includes, without limitation, any information concerning the business, finances, agreements, business plans or concepts and all other unpublished information regarding Company disclosed to Recipient in connection with the performance of this Agreement. Other than as permitted under this Agreement, Proprietary Information shall not be imitated, duplicated, or reproduced in any way, shape, or form whatsoever. Recipient shall not disclose Proprietary Information to third parties unless that disclosure is required by law or authorized by the terms of this Agreement. Recipient shall, upon demand, either return to Company or destroy and certify to Company the destruction of any and all documents, formulas, plans, papers and materials and notes thereon, including copies or reproductions thereof, to the extent they contain Proprietary Information. Recipient shall not modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble or otherwise attempt to derive or otherwise reproduce Company’s intellectual property (including without limitation formulas, designs and plans) contained within any Proprietary Information. Recipient shall not remove, obscure, or alter Company’s copyright notice, trademarks, or other proprietary rights notices affixed to or contained within any Proprietary Information.

2. **Limited Access.** Recipient will limit access to Proprietary Information to only those of its principals, officers, directors, employees and authorized agents or representatives, including outside advisors, who have a need-to-know such Proprietary Information for the purpose for which it is disclosed (“**Authorized Recipients**”). When Recipient discloses Proprietary Information to any Authorized Recipient it shall be the Recipient’s responsibility to ensure that all Authorized Recipients recognize Company’s claim of proprietary status for all Proprietary Information, together with the restrictions on duplication, use and disclosure contained in this agreement.

3. **Standard of Care and Liability.** Recipient agrees that it will protect the confidentiality of Company’s Proprietary Information through the exercise of: (a) the precautions set forth in Paragraphs 1 and 2 above and (b) no less protection and care than it customarily uses in preserving and safeguarding its own proprietary information. Nothing herein shall prohibit Company as a third party beneficiary of this Agreement from pursuing any available remedy they may have against the Recipient for any breach of Recipient’s obligations hereunder, including the recovery of damages.

4. **Expiration.** The Recipient’s obligations under this Agreement shall survive termination hereof provided, however, that Proprietary Information will cease to be considered as such, and all protections will

cease to be required, when, as and if it (or any portion of it, and then only as to such portion): (a) becomes publicly available without breach of this Agreement by Recipient; (b) is released by a third party to any other person, firm or entity without any restriction; (c) is within the public domain without breach of this Agreement by the Recipient; (d) is rightfully obtained by Recipient or Authorized Recipients from third parties without any restriction; (e) becomes available to Recipient or Authorized Recipients by Recipient's or Authorized Recipients' own knowledge; (f) is disclosed Company providing the same to others on a non-restricted basis; (g) is released by Recipient or Authorized Recipients in response to a subpoena, court order or other legal process and is not subject to a protective order; provided, that if disclosure is purportedly required by law, Recipient will, at the request and expense of Company, take all reasonable, legal steps to oppose such disclosure; or (h) is rightfully already known to or is independently developed by or on behalf of Recipient or Authorized Recipients.

5. **Notification of Unauthorized Duplication, Use or Disclosure.** Recipient shall promptly advise Company in writing if it learns of any unauthorized duplication, use or disclosure of Proprietary Information.

6. **Business Relationships.** Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein.

7. **Injunctive Relief.** Recipient agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that Company shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed the exclusive remedies for a breach by Recipient of this Agreement but shall be in addition to all other remedies available at law or equity. Recipient agrees that in connection with any injunctive relief sought by Company, any and all bonding requirements are hereby waived. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that Recipient has breached this Agreement, then Recipient shall be liable and pay to Company the reasonable legal fees incurred in connection with such litigation, including any appeal therefrom.

8. **Notice.** Any notice or other communication must be in writing and will be considered to have been given if delivered personally or by nationally recognized overnight courier or by certified mail to the other Party at the address stated herein or to such other address as may be specified by either Party in a notice to the other. Notice is effective upon receipt.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may only be modified or amended by a writing signed by both Parties. Both Parties explicitly acknowledge and agree that all prior oral agreements, oral understandings and oral proposals are null and void. No provision of this Agreement will be waived and no breach excused unless the waiver or consent is in writing and is signed by the Party that is claimed to have waived or consented. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions will continue in full force and effect as if the Agreement had been executed without the invalid portion. This Agreement will be governed by the laws of the State of Iowa. The Parties hereby consent to the jurisdiction of the Iowa District Court in and for Des Moines County or the United States District Court in and for the Southern District of Iowa and waive trial by jury in any action or proceeding brought hereunder.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronically in portable document format shall be equally as effective as delivery of an original executed counterpart of this Agreement.

*(SIGNATURES ON FOLLOWING PAGE)*

**IN WITNESS WHEREOF**, the Parties, through their duly authorized representatives (as well as individually), intending to be bound to this Confidentiality and Non-Disclosure Agreement have set forth their hands as of the date indicated above.

**Bakers Pride Inc.:**

**For Recipient**

\_\_\_\_\_  
by:

\_\_\_\_\_  
by:

Address:  
3400 Mt. Pleasant Street  
Burlington, IA 52601

\_\_\_\_\_  
Title:

Address: