

**BLUE RIDGE FOOD VENTURES, LLC
KITCHEN INCUBATOR PROCESSING SERVICES
CONFIDENTIALITY AGREEMENT**

This Agreement is between Blue Ridge Food Ventures, LLC (referred to here as “BRFV”), which operates the Blue Ridge Food Ventures shared-use commercial kitchen (“Kitchen”) and the following business (referred to here as “Customer”):

Customer Contact Name:	
Customer Legal Entity Name:	
Address:	Email:
	Phone:
	Mobile:

To protect the respective interests of Customer and BRFV, to secure their expectations with regard to their relationships, and to ensure the confidentiality of information disclosed in the context of the Kitchen, BRFV and Customer agree to the following terms:

The Parties have discussed interest in entering into a business agreement with BRFV. To evaluate the technical and economic feasibility of such an arrangement, both Customer and BRFV may have access to confidential or proprietary information belonging to the other party. In consideration for the mutual exchange of promises given here, and to protect their respective confidential or proprietary information, Customer and BRFV each agree as follows:

1. Customer and BRFV shall each hold all technical and marketing information, financial information, business plans, customer lists, vendor or supplier lists, potential brand names, logos and trademarks, specifications, know-how, trade secrets, materials, data, structures, source code, plans, formulas, processes, inventions, research, and other communications, oral or written, provided by the other party (“Proprietary Information”) in strict confidence and shall use the other party’s Proprietary Information for evaluation purposes only in accordance with the terms of this Non-Disclosure Agreement. No party may make commercial use of Proprietary Information received pursuant to this Agreement without the written consent of the other party.
2. Each party acknowledges that Proprietary Information has significant value that derives from the fact that it is secret. Either party shall have the right to an injunction in addition to any other appropriate legal remedies in the event this Non-Disclosure Agreement is breached.
3. Customer and BRFV shall disclose Proprietary Information provided to it by the other party only to the receiving party’s employees who need to know such Proprietary Information for the purposes described in this Non-Disclosure Agreement. Customer and BRFV shall advise its employees who will have access to Proprietary Information of the other party of its confidential nature, and shall instruct such employees to abide by the terms and conditions of this Non-Disclosure Agreement. Each party shall immediately notify the other party upon learning of any unauthorized use or disclosure of such party’s Proprietary Information.

4. The obligations created here shall survive the termination of this Non-Disclosure Agreement. This Non-Disclosure Agreement is not intended to transfer any property rights between the parties. All proprietary rights and interests in and to a party's Proprietary Information shall remain such party's property, notwithstanding any disclosure given between the parties. This Agreement may not be modified except by written memorandum executed by all parties.

5. If Customer or BRFV decides to terminate discussion concerning a possible transaction involving such parties, Customer and BRFV shall each (a) promptly return all of the other party's Proprietary Information and (b) destroy all documents containing Proprietary Information of the other party. The parties do not intend that this Non-Disclosure Agreement obliges Customer or BRFV to enter into any further agreement relating any future transaction.

6. Information which is (a) in the possession or control of the receiving party or is public knowledge prior to the time of disclosure, (b) at the time of disclosure or afterwards becomes public knowledge through no fault of the receiving party, or (c) is lawfully obtained from a third party under no obligation of confidentiality to the disclosing party, shall not be subject to the obligations created by this Agreement and is not Proprietary Information.

7. The parties agree that breach of this agreement will cause material harm to the non-breaching party, and that an injunction is an appropriate judicial remedy for such breach in addition to money damages and other forms of relief.

8. Customer and BRFV each represents that it has the full authority and right to enter into this Non-Disclosure Agreement, and that disclosing Proprietary Information as contemplated here will not violate the rights of any third party. The persons executing this Non-Disclosure Agreement affirm that they are duly authorized to represent and act on behalf of Customer and BRFV, respectively.

9. The failure of either of the undersigned to insist on strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, or a waiver of any other term, covenant or condition; nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or for any other times.

10. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

BLUE RIDGE FOOD VENTURES, LLC

CUSTOMER

By:

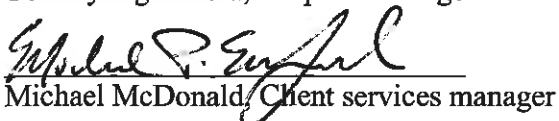


Charles Smithson Mills, Manager

Signature


Tommy Ingallinera, Co-pack manager

Name printed and title


Michael McDonald, Client services manager