

## CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 20 .

**WHEREAS CAVENDISH FARMS CORPORATION**, a corporation incorporated under the laws of the Province of New Brunswick, having a principal place of business at 100 Midland Drive, Dieppe NB E1A 6X4, for itself, its subsidiaries and affiliates (the **"Disclosing Party"**) possesses certain Confidential Information (as defined herein) which it is willing to disclose to \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ the **"Receiving Party"**) subject to the terms of this Agreement; and

**WHEREAS**, the Disclosing Party desires to preserve the confidential nature of its information and to provide for a procedure whereby such Confidential Information will be protected from unauthorized use and disclosure.

**NOW THEREFORE**, this Agreement witnesses that in consideration of the disclosure of such Confidential Information by the Disclosing Party to the Receiving Party and of the covenants contained in this Agreement, the parties agree as follows:

1. Confidential Information. Except as otherwise set forth herein to the contrary, **"Confidential Information"** means the terms of this Agreement, any subsequent agreement entered into between Disclosing Party and Receiving Party, and any information or materials supplied by or on behalf of the Disclosing Party (whether in writing, orally or otherwise), including without limitation information relating to trade secrets, concepts, formulas, product configurations, designs, specifications, manufacturing processes, operational processes, equipment suppliers, customers, employees, research developments, inventions, engineering, marketing, merchandising, purchasing, finances and other information of a valuable, proprietary, and confidential nature which is owned by Disclosing Party or one of its affiliates and which is the basis for the business conducted by Disclosing Party and its affiliates.

Receiving Party shall not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such Confidential Information: (a) was in the public domain at the time it was disclosed to the Receiving Party; (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was disclosed to Receiving Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or (e) is required to be disclosed by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and, at the expense of the Disclosing Party, makes a reasonable effort to obtain or to assist the Disclosing Party in obtaining a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

2. Protection, Use and Reproduction of Confidential Information. The Receiving Party shall hold all Confidential Information in the strictest confidence and shall ensure that the Confidential Information is not disclosed to any third party, except as permitted by this Agreement, without the prior written consent of the Disclosing Party. Receiving Party may use the Confidential Information for no purpose other than evaluating a possible business relationship with the Disclosing Party (the "**Permitted Use**"). Receiving Party shall not reproduce the Confidential Information in any form except as reasonably required to accomplish the Permitted Use. Any reproduction by the Receiving Party of any Confidential Information shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party.

3. Permitted Disclosures. The Receiving Party may permit access to Confidential Information to those of its employees and authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein with respect to such Confidential Information.

4. Termination. Either party, upon two (2) days notice in writing to the other party, may terminate this Agreement with respect to the disclosures made thereafter. Notwithstanding such termination, the rights and obligations hereunder of both parties as to disclosures made within the terms of this Agreement shall survive termination of this Agreement and remain as specified herein.

5. Return of Confidential Information. The Receiving Party shall, upon the Disclosing Party's request or following termination of this Agreement, return to the Disclosing Party all Confidential Information in writing or other tangible form and destroy all copies, notes, summaries and other documents or records which in any way relate to or incorporate Confidential Information.

6. Notice and Indemnification. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information. The Receiving Party covenants and agrees to indemnify and hold harmless the Disclosing Party from and against any loss or damage arising out of the breach by the Receiving Party of any of the terms and conditions of this Agreement.

7. Rights in information. Neither disclosure of the Confidential Information to the Receiving Party nor anything contained in this Agreement gives the Receiving Party any rights in the Confidential Information or grants a licence or any rights under any patent, copyright or trade secret. Any information or ideas that result from the discussions under this Agreement related to the Permitted Use will be the property of the Disclosing Party. Copyright in and to any work of authorship arising from any services provided by Receiving Party shall be vested in Disclosing Party in perpetuity as a work-made-for-hire.

8. No Warranty of Accuracy. Nothing herein shall be construed as a warranty of the accuracy, worth or fitness of the Confidential Information furnished by the Disclosing Party under this Agreement.

9. Injunction. It is acknowledged by the Receiving Party that the Disclosing Party would suffer irreparable harm as a result of breach of any of the non-disclosure and confidentiality clauses contained in this Agreement and that legal remedies are inadequate. The Receiving Party agrees that, in addition to any indemnification, damages and other remedies that the Disclosing Party may be entitled to as a result of such a breach, the Disclosing Party shall be entitled to an order from a court of competent jurisdiction restraining the Receiving Party from breaching or continuing to breach any of those provisions.

10. Miscellaneous. This Agreement may not be amended except by a writing signed by both parties. The terms contained herein constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior communications and agreements, either oral or written. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed as to preserve the enforceability hereof. This Agreement shall not be assigned by either party without the prior written consent of the other. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The disclosure of Confidential Information shall not result in any obligation on the part of the Disclosing Party to enter into any future agreement relating to such information or to undertake any other obligation not set forth in a written agreement signed by the parties. Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party. This Agreement is governed by and will be interpreted in accordance with the laws in force in the Province of New Brunswick and the parties agree to submit to the exclusive jurisdiction of the courts of such province. It is the express intent of the parties that a legal requirement that this Agreement be in writing will be satisfied by an electronic form.

**IN WITNESS WHEREOF**, the Receiving Party has executed this Agreement as of the date first above written.

\_\_\_\_\_  
[Name of Company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

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