

Kitchen Partners of Maine, LLC
Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-disclosure Agreement made as of the ____ th day of _____, _____ by and between Kitchen Partners of Maine LLC (KP), a Maine corporation with a place of business in Gray, Maine (the "Discloser") and _____ of _____ (The "Recipient").

RECITALS

1. The parties are about to enter certain business relationships, negotiations and/or discussions which may require KP to disclose to the Recipient certain information relating to some or all of the Discloser's financial data and product strategy, some of which will be proprietary and confidential information (the "Confidential Information").
2. The parties have agreed not to disclose or use any Confidential Information except as expressly permitted hereby.

NOW, THEREFORE, it is agreed as follows:

1. Any Confidential Information disclosed to the Recipient shall be treated and used by the Recipient only as follows:
 - a. The Confidential Information will be received and held in confidence by the Recipient and revealed only to agents of the Recipient who needs to know such Confidential Information in connection with the business discussion and negotiations being carried on between the parties;
 - b. The Recipient will take such steps as may be reasonably necessary to prevent the disclosure of the Confidential Information to others and insure that any agent of the Recipient who receives Confidential Information is bound by the confidentiality obligations set forth in this agreement;
 - c. The Recipient will use such Confidential Information only in connection with the evaluation of any contemplated business agreement between the parties and for no other purpose and will not for any purpose whatsoever disclose such Confidential Information to any third party, including but not limited to any agent not bound by a confidentiality obligation to the Recipient without (i) the prior written approval of the Discloser and (ii) the written agreement of such third party to be bound by the terms of this agreement;
 - d. All Confidential Information disclosed is and will remain the property of the Discloser;
 - e. The Confidential Information will not be copied or reproduced by the Recipient without the proper written consent of the Discloser and unless otherwise agreed by the Discloser, all written material shall be destroyed or returned to the Discloser upon conclusion of the negotiations and discussions or upon the earlier demand of the Discloser.

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2. The obligations of confidentiality hereunder shall terminate automatically five years after the later of (i) the last date on which either party discloses Confidential Information to the Recipient pursuant hereto or (ii) the date hereof. Following termination of this agreement, the Recipient shall be free of any obligations restricting disclosure or use of such Confidential Information, subject to any patents or trademark rights of the Discloser. No right or license is granted by implication or otherwise to information received from or to any patents, patent applications or trademarks of the Discloser.
3. Recipient acknowledges and agrees that the Discloser remedies at law for any breach or threat of breach of this Agreement may be inadequate and that, in the event of any such breach or threat of breach, the discloser will be entitled, in addition to all other rights and remedies otherwise available at law or in equity, to the equitable remedy of injunctive relief to enforce the provisions of this Agreement;
4. This Agreement shall be governed by the laws of the State of Maine;
5. This Agreement shall be binding upon the parties hereto and upon their representative successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed and delivered this agreement as of the date set forth above.

(Name)
(City & State)

Kitchen Partners of Maine, LLC
Gray, Maine

By: (Name)

By: Samuel Mangino

Date: (Date)
