



CONFIDENTIALITY AGREEMENT

Whereas, _____ has retained McCarthy Spice & Blends Company (MSBC) for the purpose of preparing and blending Products for BUYER above; and Whereas, as part of the services to be performed by MSBC, they will obtain knowledge of trade secrets, formulas and recipes of BUYER, all of which are a proprietary nature and the exclusive property of BUYER; and Whereas MSBC agrees to keep confidential, not to neither disseminate nor benefit directly or indirectly from the trade secrets, formulas or recipes of BUYER.

NOW, therefore, BUYER agrees it to as follows:

- 1.) MSBC will not copy, publish, distribute nor communicate directly or indirectly, nor use for its benefit any of the trade secrets, formulas and recipes or any part thereof of BUYER.
- 2.) MSBC agrees to limit to as few employees as possible of MSBC the trade secrets, formulas and recipes of BUYER during the course of providing services to BUYER.
- 3.) At the termination of this Agreement between MSBC and BUYER, MSBC will return to BUYER all copies and documents including trade secrets, BUYER supplied formulas, and or recipes of BUYER in MSBC's possession and further agrees that the terms of this Confidentiality Agreement survive the termination of any other agreement between BUYER and MSBC.
- 4.) MSBC acknowledges the unique and irreparable harm BUYER would suffer as a result of a breach of the Agreement and acknowledge that in the event of breach, besides monetary damages BUYER shall have the right to seek injunctive relief in a court of competent jurisdiction and that the terms of this Agreement shall be construed pursuant to the laws of the State of Missouri and is binding upon MSBC's heirs, successors, and assigns, agents, employees, officers, and directors.

Date: ____/____/_____

McCarthy Spice & Blends Company

BUYER