



**HIGH BAR
BRANDS**

MUTUAL NONDISCLOSURE AGREEMENT

BY AND BETWEEN

High Bar Brands, LLC

AND

EFFECTIVE DATE:

____-____-____

MUTUAL NONDISCLOSURE AGREEMENT

Certain employees and representatives of High Bar Brands, LLC, a Delaware limited liability company with a principal business address of 2701 SW 18th Street, Owatonna, MN 55060 (“High Bar Brands”) and _____ have already commenced or plan to commence discussions and to exchange certain materials, data, and information concerning their operations in order to evaluate the possibility of entering into a business relationship (the “Transaction”). The materials, data and information which may be shared by the parties includes but is not limited to (i) the development or marketing of any particular product(s) or product concept(s); (ii) designs, formulas, specifications, production methods, and any other technical information of or concerning product(s); (iii) non-public information concerning the parties’ businesses or finances, including, without limitation, current or future business plans, expansion; pricing, expenses, or costs; financial projections; lists of manufacturers, agents, vendors, suppliers, dealers, distributors, licensees, customers, potential customers, statistical and financial information associated therewith; customer credit information; product research; designs under consideration for production; sales, marketing and strategic plans; pricing policies; "availability" information; (iv) any information the disclosure of which might harm or destroy a competitive advantage of either party; and (v) any other information which would be defined as a "Trade secret" under the Uniform Trade Secrets Act of the United States (collectively, "Confidential and Proprietary Information"). Accordingly, the parties agree to the following.

1. Each receiving party agrees to accept in strict confidence any Confidential and Proprietary Information of the disclosing party, and will not use it, except in connection with consideration of the Transaction hereunder, or disclose it to any third party in general, directly or indirectly, without first obtaining the disclosing party's written consent. Without limiting the foregoing in any way, unless otherwise agreed, each party agrees to hold in strict confidence the terms of any agreement, formal or otherwise, and any on-going discussions respecting the Transaction. The parties agree that any information which would constitute Confidential and Proprietary Information that may have been shared by them prior to the Effective Date of this Agreement shall be subject to all of the protections of this Agreement for such information as if such information had been shared after the Effective Date hereof.

2. The following information shall not be deemed Confidential or Proprietary Information for the purpose of this Agreement:

- (i) Information which is already lawfully in the possession of the receiving party at the time of disclosure;
- (ii) Information which is or becomes known to the public generally through no fault or other action of the receiving party;
- (iii) information which is obtained lawfully from a third party who is not known to have obtained such Confidential and Proprietary Information directly or indirectly pursuant to an obligation to keep such Confidential and Proprietary Information confidential;
- (iv) information which was legally, independently developed by employees, agents, consultants or representatives of the receiving party wholly as a result of its own efforts; or
- (v) Information which is required to be disclosed pursuant to an order of a governmental agency or court of competent jurisdiction.

3. In order to minimize the inadvertent disclosure of the Confidential and Proprietary Information, each receiving party agrees to employ the degree of care in protecting the Confidential and Proprietary Information of the other party that is no less protective than the degree of care used by such party to protect its own Confidential and Proprietary Information of like importance (but is no less than a reasonable degree of care). Furthermore, each party agrees to the following:

- (i) it will limit the number of copies it makes of any Confidential and Proprietary Information disclosed to it by the disclosing

party in order to minimize the risk of disclosure to parties who do not need to know the information;

- (ii) it will disclose the Confidential and Proprietary Information only to its employees, representatives, consultants or agents who require the Confidential and Proprietary Information for the performance of their duties in connection with the other party on a need-to-know basis, who are informed of the confidential nature of the Confidential and Proprietary Information and who agree to act in accordance with the terms and conditions of this Agreement;
- (iii) It will be responsible for the any breach of this Agreement by its employees, representatives, consultants or agents; and
- (iv) it will return all Confidential and Proprietary Information received from the disclosing party (including copies thereof) in written or other tangible form, and destroy any documents or materials which discuss, incorporate or reference such Confidential and Proprietary Information, upon the disclosing party's request to do so; provided, however, notwithstanding the above, a party may retain a copy of any Confidential and Proprietary Information received by it hereunder in secure files in the party's Law Department or with external legal counsel for such party solely for purposes of assuring compliance with this Agreement.

4. Sometimes Confidential Information may be stamped "Trade Secret," "Proprietary," "Confidential," or with a similar designation, but failure to do so will not impair the classification of information as Confidential and Proprietary Information hereunder.

5. The parties hereto acknowledge that no remedy at law for damages is adequate to compensate for a breach of the provisions set forth in this Agreement and that the disclosing party shall be entitled to temporary or permanent injunctive relief against any such breach, without the necessity of proving actual damages. The award of permanent or temporary injunctive relief shall in no way limit any other remedies to which the disclosing party may be entitled as a result of any such breach. In the event that any party at any time gains knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential and Proprietary Information, or gains knowledge of any other violation of this Agreement, that party shall promptly give notice thereof to the other party.

6. If a party believes it is or will be compelled to disclose Confidential and Proprietary Information in order to comply with law or the valid order of a court of competent jurisdiction or S.E.C. disclosure requirements, the party shall so notify the other party as promptly as practicable (if possible, prior to making such disclosure) and shall seek confidential treatment of such information, provided, however, that in all such instances, the parties agree to cooperate and work together in good faith to lawfully limit and/or redact such information as would otherwise be deemed confidential.

7. The receiving party agrees to use the Confidential and Proprietary Information only for the purpose of considering the Transaction, and it further agrees not to use the Confidential and Proprietary Information disclosed by the disclosing party for its own benefit (other than for purposes of consideration of the Transaction), or for the benefit of any competitor of the disclosing party or any other third party, directly or indirectly.

8. The undertakings set forth in this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years. The obligations set forth in this Agreement with respect to any specific Confidential and Proprietary Information shall commence on the date of its disclosure and shall continue for a period of three (3) years thereafter; provided, however, the obligations with respect to the protection, non-disclosure and non-use of any Confidential and Proprietary Information that constitutes designs, formulas, specifications, production methods and any other information which would be defined as a "Trade Secret" shall continue in force and effect for as long as such

information retains its status as confidential and non-public information. This Agreement contains the entire understanding to date between the parties hereto relative to confidentiality of the Confidential and Proprietary Information disclosed hereunder. The rights and obligations described in this Agreement may not be amended, supplemented or waived except in a writing signed by both parties. The terms and conditions contained in this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws thereof.

9. This Agreement and all rights, agreements, understandings and protections hereunder shall apply equally to other companies that are affiliated with or related to the parties hereto. Neither party may assign this agreement without the written consent of the non-assigning party, which consent may not be unreasonably withheld or conditioned, and this agreement shall be binding upon us and our respective affiliates, successors and permitted assigns.

10. The parties each acknowledge and agree that unless and until a written definitive agreement concerning the Transaction has been executed, neither of them, nor any of their respective employees, representatives, consultants or agents, will have any liability to the other with respect to the Transaction, whether by virtue of this agreement, any other written or oral expression with respect to the Transaction or otherwise.

11. The parties further agree that for a period of twenty-four (24) months following termination of this Agreement, neither party shall solicit to employ any of the current employees, officers or managers of the other parties business with whom it has dealt in connection with consideration of the Transaction or the sharing of information pursuant to this Agreement.

12. By signing below, the Parties agree to all the terms and conditions of this Agreement. The Parties also agree that the signatory represents that he/she has the legal authority to enter into this Agreement on behalf of the respective Party. The parties further agree that the “Effective Date” of this Agreement shall be the date that the last party signs this Agreement as indicated on the signature page.

ACCEPTED AND AGREED TO:

High Bar Brands, LLC

By: _____

By: _____

Signature

Signature

Printed Name: Christopher Thorpe

Printed Name

Title: CEO _____

Title: _____

Date: _____

Date: _____