**MUTUAL NONDISCLOSURE/CONFIDENTIALITY AGREEMENT**

THIS MUTUAL NONDISCLOSURE/CONFIDENTIALITY AGREEMENT (this “Agreement”) is

made beginning between Old Hickory Smokehouse (OHS) &

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1. Purpose. The parties hereto wish to explore a business relationship (the "Relationship") in connection with which each party may disclose its Confidential Information to the other.
2. Definition of Confidential Information. “Confidential Information” means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, recipes, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the disclosing party. Confidential Information also includes all source code and object code of the disclosing party, whether or not specifically identified as confidential or proprietary. Confidential Information does not include information, technical data or know-how which (a) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (b) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party; (c) is approved by the disclosing party, in writing, for release; (d) is required to be disclosed by applicable law or proper legal, governmental or other competent authority (provided that the party whose information is to be disclosed shall be notified sufficiently in advance of such requirement so that it may seek a protective order (or equivalent) with respect to such disclosure, with which the other party shall fully comply); or (e) is independently developed by the receiving party as shown by the receiving party's files and records.
3. Nondisclosure of Confidential Information. Each party agrees not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither party will disclose any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than employees who are required to have the information in order to carry out the discussions regarding the Relationship and have been advised of the confidentiality of such information. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the disclosing party which may come to the receiving party's attention.
4. Return of Materials. Any materials or documents that have been furnished by one party to the other in connection with the Relationship will be promptly returned by the receiving party, accompanied by all copies of such documentation, within ten (10) days after (a) the Relationship has been terminated or (b) the written request of the disclosing party.
5. Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights

in or to the other party's Confidential Information other than the limited right to review such Confidential Information in connection with the Relationship between the parties.

1. Term. The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (a) five (5) years following the date of this Agreement or (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement.
2. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.
3. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois and shall be binding upon the parties to this Agreement in the United States and worldwide. The federal and state courts within the State of Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.
4. Remedies. Each party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages alone would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving parry. without the necessity of proving actual damages

The parties have executed this Mutual Nondisclosure/Confidentiality Agreement acknowledging the beginning of exchange of information as of the date first above written.

Old Hickory Smokehouse Inc.

740 Schneider Drive

South Elgin, Il 60177

Name: Justin Wolf Name:

Title: EVP Title: