MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this “***Agreement***”) is made on \_\_\_\_\_\_\_\_\_\_\_\_, by and betweenWestern Smokehouse Partners, LLC (“***Company***”), a Missouri limited liability company, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***”), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS**

# A. Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively the “***Parties***” and each a “***Party***”) have initiated or intend to initiate discussions concerning the possibility of entering into a mutually advantageous business relationship (the “***Limited******Purpose***”). If the Parties enter into an agreement or contract concerning such business relationship, the performance by each Party of its obligations under such agreement shall be included within the Limited Purpose.

# B. Such discussions between the Parties will require both Parties to disclose certain information to the other which is confidential and proprietary in nature and both Parties desire to agree in writing to maintain all such confidential information in the strictest confidence.

# Now therefore, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by reference, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

# “***Confidential Information***” means (a) any information disclosed by either Party (as the “***Disclosing Party***”) to the other Party (as the “***Receiving Party***”), either directly or indirectly, whether written, verbal, magnetic, photographic, optical, or other form, or by inspection of tangible objects, which has been, or after the date hereof will be, furnished or disclosed by the Disclosing Party, or its employees, representatives, consultants or agents, including, without limitation, agreements, algorithms, business plans, contracts, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know‑how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as “confidential,” “proprietary” or some similar designation, or which is otherwise disclosed in a confidential manner (collectively, the “***Disclosed Materials***”) and (b) any information otherwise obtained, directly or indirectly, by the Receiving Party through inspection, review or analysis of the Disclosed Materials. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party or its Related Parties; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information, as shown by documents and other competent evidence in the Receiving Party’s possession. “***Related Party***” or “***Related Parties***” shall mean the directors, officers, employees, agents, legal, tax and other professional advisors or representatives of a Receiving Party, to the extent such entities or persons receive Confidential Information.

# ***Non‑use and Non‑disclosure***. The Receiving Party agrees not to use any Confidential Information of the Disclosing Party for any purpose except to evaluate and engage in discussions concerning the Limited Purpose. The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party, except that, subject to Section 4 below, a Receiving Party may disclose the Disclosing Party’s Confidential Information to those Related Parties of the Receiving Party who are required to have the information in order to evaluate or engage in discussions concerning the Limited Purpose and who are subject to legally binding confidentiality obligations in favor of the Receiving Party. If a Receiving Party is required by law, regulation or other legal process or receives a formal legal request (by oral questions, interrogatories, requests for information or documents, subpoena, court order, civil investigative demand or other process) to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may, at the Disclosing Party’s expense, seek a protective order or other appropriate relief or waive compliance with the provisions of this Agreement. Subject to the foregoing sentence and failing the receipt of such a protective order or waiver, such Receiving Party may furnish that portion (and only that portion) of the Confidential Information that the Receiving Party is advised by nationally recognized counsel that it is required or compelled to disclose and use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment; *provided, however*, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief. The Receiving Party will be responsible for any breach of this Agreement caused by its Related Parties.

# ***Maintenance of Confidentiality***. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the Receiving Party employs with respect to its confidential materials). The Receiving Party shall ensure that only its Related Parties who have a need to know will have access to the Disclosing Party’s Confidential Information and have signed a non‑use and non‑disclosure agreement in content similar to the provisions of this Agreement or are otherwise legally obligated not to disclose such Confidential Information, prior to any disclosure of Confidential Information to such Related Parties. The Receiving Party shall reproduce the Disclosing Party’s proprietary rights notices on any printed or copied documents, in the same manner in which such notices were set forth in or on the original. A Party receiving Confidential Information shall promptly notify the Party disclosing such Confidential Information of any use or disclosure of such Confidential Information in violation of this Agreement of which the Receiving Party becomes aware.

# ***No Obligation***. Nothing in this Agreement shall obligate either Party to provide Confidential Information to the other or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Limited Purpose. Either Party may terminate access to its Confidential Information at any time at its sole discretion.

# ***No Warranty***. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF ITS CONFIDENTIAL INFORMATION.

# ***Return of Materials***. All physical documents and other tangible objects containing or representing Confidential Information that have been disclosed by a Receiving Party to the Disclosing Party, and all copies or extracts thereof that are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party’s written request. Notwithstanding the foregoing, a Receiving Party may retain in the offices of its legal advisor a single archival copy of any written or photographic Confidential Information provided by the Disclosing Party under this Agreement, which copy shall only be used by the Receiving Party and its legal advisors in connection with the review of its obligations under this Agreement.

# ***No License***. Nothing in this Agreement is intended to grant any rights to a Receiving Party under any patent, mask work right, copyright, trade secret or other intellectual property right of the Disclosing Party, nor shall this Agreement grant a Receiving Party any rights in or to the Disclosing Party’s Confidential Information.

# ***Term***. This Agreement shall be effective as of the date of first disclosure of Confidential Information, shall continue from effectiveness for a period one year and may be earlier terminated, without cause, with respect to future disclosures upon ten business days prior written notice to the other Party; *provided however*, that all rights and obligations accrued prior to such termination, including the obligations under Sections 2 and 3 hereof, shall survive the termination of this Agreement for a period of one year, other than such obligations with respect to trade secrets, which shall survive indefinitely. Any termination or expiration of this Agreement shall be without prejudice to the rights of either Party against the other in respect of any claim or breach of any of the provisions of this Agreement.

# ***Availability of Equitable Relief***. Each Party understands, agrees, and agrees not to contest that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both Parties hereby agree that, in the event of such a breach or threatened breach, the non‑breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties’ rights under this Agreement are cumulative, and a Party’s exercise of one right shall not waive the Party’s right to assert any other legal remedy.

# ***Ownership.*** As between the Parties, all Confidential Information is and shall remain the property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except for the Limited Purpose. The Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets. The Receiving Party shall not remove any proprietary, copyright, trade secret or other legend from any form of the Disclosing Party’s Confidential Information. The Receiving Party shall, at the reasonable written request of the Disclosing Party and at the Disclosing Party’s expense, add to the Disclosing Party’s Confidential Information any proprietary, copyright, trade secret or other legend or modify same, which the Disclosing Party deems necessary to protect its intellectual property rights.

# ***Severability***. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

# ***Assignment.*** Neither Party may assign this Agreement, or any rights or obligations hereunder, whether by contract or by operation of law, except with the express written consent of the other Party, *provided, however*, that either Party, without the consent of the other Party, may assign this Agreement in connection with a merger, consolidation, or sale of all or substantially all of such Party’s assets, equity interests or any other business combination involving such Party and another entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective representatives, successors and assigns.

# ***Non-Solicitation***. For a period from the effectiveness of this Agreement under Section 8 hereof through two years from the date of expiration or earlier termination of this Agreement, without the prior written consent of the other Party, a Party shall not directly or indirectly, (a) solicit for employment or employ any person who is now employed by the other Party, or (b) use the Confidential Information to divert or attempt to divert from the other Party any investors, clients, business sources or financing sources of such other Party. The Parties agree that the restrictions contained in this Section 13 are reasonable and necessary to protect the legitimate interests of the Parties and constitute a material inducement to the Parties to enter into this Agreement. In the event that any covenant contained in this Section 13 should ever be adjudicated (in accordance with Section 15 hereof) to exceed the time or other limitations permitted by applicable law, then the court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, to the maximum time or other limitations permitted by applicable law. The covenants contained in this Section 13 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

# ***Notice***. Any communication required or permitted under this Agreement shall be made as follows:

If to Company: Western Smokehouse Partners, LLC

1978 Western Dr.

Greentop, MO 63546

Attn: CEO

If to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# ***Governing Law***. This Agreement shall be governed by and construed under the laws of the State of Missouri without reference to conflicts of laws or principles thereof.  Each of the parties hereto irrevocably (i) agrees that the state and federal courts having jurisdiction over St. Louis County, Missouri shall have exclusive jurisdiction to hear and determine any dispute arising out of or relating to this Agreement and (ii) submits to the jurisdiction of such courts for such purposes.  Each of the parties hereto irrevocably waives any objection to the laying of venue of any suit, action or proceeding brought pursuant to this section as having been brought in an inconvenient forum. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

# ***Miscellaneous***. This Agreement constitutes the entire agreement between the Parties with respect to the Limited Purpose and supersedes all prior written and oral agreements between the Parties regarding the subject matter of this Agreement. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party’s failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute but one and the same instrument. This Agreement may be executed by facsimile, scanned or .pdf signature, which in each case shall constitute an original for all purposes.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, each Party has executed the Mutual Nondisclosure Agreement as of the day and year first set forth above.

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| **WESTERN SMOKEHOUSE PARTNERS, LLC**  By:  Name:  Title: | **[\_\_\_\_\_\_\_\_\_\_]**  By:  Name:  Title: |