

Kickapoo Culinary Center Confidentiality Agreement

This confidentiality agreement (Agreement) is entered into as of _____ (date), by and between _____ (Disclosing Party) and the Gays Mills Economic Development Association, Inc. (GMEDA), doing business as the Kickapoo Culinary Center.

In connection with GMEDA's desire to explore the possibility of entering into a transaction with the Disclosing Party ("Transaction"), the Disclosing Party has and will furnish to GMEDA certain information relative to its/his/her recipes and manufacturing methods. The term "information" shall mean all information that the Disclosing Party has furnished and is furnishing before and after the date of this Agreement, whether tangible or intangible, or is derived from furnished information.

In consideration of the Disclosing Party's disclosure to it of the information, GMEDA agrees that it will keep the information confidential and that the information will not, without prior written consent of the Disclosing Party be disclosed by GMEDA, or its agents, servants or representatives, in any manner whatsoever, in whole or in part, and will not be used by GMEDA, its agents, servants or representatives other than in connection with the Transaction. GMEDA further agrees to transmit the information only to such of its representatives who need to know the information for the sole purpose of assisting GMEDA in evaluating the contemplated transaction or in the performance thereof, such representatives having been informed of the Agreement and being bound by the terms thereof.

Without the prior written consent of the Disclosing Party, neither GMEDA nor its representatives shall disclose to any person the fact that GMEDA has received any of the information or that discussions or negotiations are taking place concerning the Transaction, including the status thereof.

GMEDA agrees that at the conclusion of its review of the information, or within 3 business days of the Disclosing Party's request, all copies of the information will be delivered by it to the Disclosing Party.

GMEDA acknowledges and agrees that in the event of any breach of this Agreement, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it/he/she may be entitled in law or equity, the Disclosing Party shall be entitled to an injunction to prevent further breaches of this Agreement and/or to compel specific performance of the Agreement and that neither GMEDA or its representatives will oppose the granting of such relief.

By entering into this Agreement, GMEDA agrees not to disclose the information to any third party or entity without the written consent of the Disclosing Party and to maintain all information received on a confidential basis.

Gays Mills Economic Development Association, Inc.
By _____

Disclosing Party
By _____