

RECIPROCAL CONFIDENTIAL DISCLOSURE AGREEMENT

THIS RECIPROCAL CONFIDENTIAL DISCLOSURE AGREEMENT (hereinafter the "Agreement") is made effective this ___ day of _____ by and between _____ (legal name of person or entity),

___ an individual,
___ a limited liability company formed in the state of _____ ,
___ a corporation formed in the state of _____, or
___ other _____.

whose address is _____ (hereinafter, "____") and The Paleo Diet, LLC, a Colorado limited liability company, having its principal office located at 6209 Clymer Circle, Fort Collins, Colorado 80528 (hereinafter "TPD").

WHEREAS, _____ has obtained proprietary protection for and is in the process of creating and obtaining further proprietary protection for all matters which it conceives or develops, including, but not limited to, know-how, trade secret, patent, copyright, or trademark protection relating to "food product development, composition, and manufacture" (hereinafter "Concept 1").

WHEREAS, TPD has obtained proprietary protection for and is in the process of creating and obtaining further proprietary protection for all matters which it conceives or develops, including, but not limited to, know-how, trade secret, patent, copyright, or trademark protection relating to paleolithic dietary formulations and practices and proprietary business information of TPD (hereinafter "Concept 2," and both Concept 1 and 2 referred to collectively as the "Concepts").

WHEREAS _____ and TPD intend to engage in discussions concerning the Concepts and in the course of such discussions it is anticipated that each party may disclose or deliver to the other certain know-how, trade secrets, confidential information or materials, or other proprietary information; and

WHEREAS the parties have entered into this Agreement in order to assure the confidentiality of such know-how, trade secrets, confidential information or materials, or other proprietary information, in accordance with the terms of this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. "Disclosing Party" shall mean the party, including the party's officers, representatives, financial advisors, agents, attorneys, or employees which discloses information under this Agreement.
2. "Receiving Party" shall mean the party, including the party's officers, representatives, financial advisors, agents, attorneys, or employees which receives information under this Agreement.
3. "Confidential Information" shall mean any information disclosed or delivered by either party or its employees, or representatives, whether written or oral, including, but not limited to, all proprietary or confidential information or materials, know-how, trade secrets, inventions (whether or not patented), discoveries, ideas, and business information or materials relating to the Concepts.
4. Receiving Party shall hold Confidential Information in strictest confidence and shall use Confidential Information only in furtherance of this Agreement. Receiving Party agrees not to utilize, exploit, or incorporate any of the Confidential Information for its own benefit, directly or indirectly; except as expressly agreed by Disclosing Party in writing. Further, Receiving Party shall disclose Confidential Information only to employees who have a need to have access to such Confidential Information for the purposes of this Agreement or as expressly agreed to by Disclosing Party in writing, but shall not disclose the same to any employee(s) who may use such for any other purpose or to persons who are engaged in research in the field of the Confidential Information.

5. The obligations of confidence specified in Section 4 above shall not apply, and Receiving Party shall have no further obligations, with respect to any information that Receiving Party can document in writing:

(a) is disclosed in a printed publication generally available to the public, is described in an issued patent anywhere in the world, is otherwise generally in the public domain at the time of disclosure, or becomes publicly known through no wrongful act on the part of Receiving Party;

(b) is known to Receiving Party or becomes known to Receiving Party through disclosure by sources other than Disclosing Party having the right to disclose such Confidential Information;

(c) must be disclosed by Receiving Party pursuant to the requirement of a governmental agency or a law requiring disclosure thereof, provided that Disclosing Party is provided with prior written notice of any such disclosure; or

(d) is approved by prior written authorization of Disclosing Party for release by Receiving Party.

6. Receiving Party shall, upon request of Disclosing Party, return to Disclosing Party all drawings, documents and other tangible manifestations of Confidential Information received by Receiving Party pursuant to this Agreement (and all copies and reproductions thereof), except that Receiving Party may retain one copy thereof solely for the purpose of determining the extent of its obligations hereunder.

7. Each party hereto considers the restrictions contained herein to be reasonable to protection of business, time and geographic area. If, however, such restrictions are found by any court having jurisdiction to be unreasonable because they are (or any one of them is, as the case may be) too broad, then such restriction will nevertheless remain effective, but shall be considered amended as to protection of business, time or geographic area (or any one of them, as the case may be) in whatever manner is considered reasonable by that court, and as so amended shall be enforced. The parties hereto agree that if there is a breach by Receiving Party of any of the covenants contained herein, the damage to Disclosing Party will be substantial, although difficult to quantify, and money damages will not afford Disclosing Party an adequate remedy. Therefore, if any such breach occurs, in addition to any other remedies as may be provided by law, Disclosing Party shall have the right to specific performance of the covenants contained herein by way of temporary or permanent injunctive relief.

8. Disclosing Party makes no representations as to the accuracy or completeness of any information disclosed. Only those particular representations or warranties that may be made in a final written business agreement shall have any legal effect.

9. No right or license under any patents, patent applications, know-how, trademark, service mark, trade name, trade secret or other intellectual property that Disclosing Party may now or hereafter own or control will be deemed granted by the disclosure of any information to Receiving Party.

10. The rights and obligations under this Agreement may not be assigned or delegated.

11. This Agreement shall terminate five (5) years from the date of this Agreement, however, the terms of this Agreement shall continue indefinitely as to any trade secrets that may be disclosed by a Disclosing Party.

12. Miscellaneous:

(a) This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by each party.

(b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(c) This agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

(d) The signatory for each party hereby affirms that it has the authority to act on its behalf.

EXECUTED as of the day and year first set forth above.

The Paleo Diet, LLC

By: _____

By: _____

Title: _____

Title: **Loren Cordain, President**