

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Riba Foods, Inc., of 3735 Arc, Houston, Texas 77063, hereafter referred to as "Riba", and \_\_\_\_\_, of \_\_\_\_\_, hereafter referred to as "Customer".

Whereas, Customer possesses certain food product formulas, hereafter referred to as "proprietary information"; and

Whereas, Customer is interested in having Riba evaluate the feasibility of processing certain food product formulas under Customer's trade name that the Customer has invented, and whereas Customer will have to disclose the above-described proprietary information to Riba so that Riba can make such evaluation;

Therefore, for and in consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. All proprietary information furnished by Customer is strictly confidential, and Riba agrees to treat such proprietary information as confidential information to be used for the sole purpose of enabling Riba to determine the feasibility of manufacturing, processing, distributing, and marketing the said food products.
2. Riba agrees that it will not disclose such proprietary information to any other person, partnership or corporation except to permanent employees of Riba as far as is necessary to carry out the objective of this Agreement. Under no circumstances shall such

proprietary information be published within Riba's organization to an extent greater than is absolutely necessary for purposes of this Agreement.

3. Customer agrees that any alteration and/or modification made to their recipe for the purpose of making feasible the marketing, distributing and/or manufacturing possible is considered proprietary information of Riba and shall not be communicated to any individual and/or entity outside of Riba; provided, however, that no such change or modification shall be made without the prior written consent of Customer.
4. Riba also agrees that it will not use or cause to be used said proprietary information in the United States or in any foreign country unless first authorized in writing by Customer.
5. Upon completion of the purposes of this Agreement, or upon request of Customer, Riba shall immediately return to Customer all tangible evidence of the proprietary information disclosed by Customer and/or obtained by virtue of this Agreement, along with all copies or reproductions made thereof.
6. Excluded from the above provisions concerning proprietary information are the following:
  - (a) information which at the time of disclosure by Customer to Riba is in the public domain;
  - (b) information which was known and available to Riba prior to disclosure thereof by Customer;
  - (c) information which after disclosure by Customer to Riba becomes part of the public domain other than as a consequence of a breach of this Agreement by Riba; and
  - (d) information which Riba received after the time of disclosure hereunder from a third party who did not require holding it in confidence and who did not acquire it directly or indirectly from Customer under an obligation of confidence.

7. This Agreement shall be binding on the parties hereto, their affiliates, their officers, agents, employees, heirs, successors and assigns.
8. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas. The parties hereby agree that any action arising out of this Confidentiality Agreement may be litigated under the laws and hereby agree to submit to the jurisdiction of the State of Texas, and that service of process by certified mail, return receipt requested, shall be sufficient to confer in personam jurisdiction over the parties hereto.

This Agreement shall be enforceable by specific performance or similar equitable relief to enforce Riba's compliance herewith in addition to all other remedies available to Customer at law.

9. This Agreement constitutes the entire agreement among the parties hereto and supersedes any prior agreement or understandings between them, and this Agreement may not be modified or amended, except by written agreement signed by the parties hereto.
11. **Arbitration Provision:** All Disputes arising under this agreement shall be submitted to binding arbitration under the then applicable rules of the American Arbitration Association with venue in Houston, Harris County, Texas.

\_\_\_\_\_  
Company Name  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

RIBA FOODS, INC.  
By: \_\_\_\_\_  
Miguel A. Barrios  
President