

# 2023 Mutual Confidentiality & NDA Agreement



1. Confidentiality Agreement.	<b>THIS MUTUAL CONFIDENTIALITY &amp; NON-DISCLOSURE AGREEMENT</b> (the “ <b>Agreement</b> ”) is made Monday, November 20, 2023 (the “ <b>Effective Date</b> ”), by and between <b>Blue Mountain-BZ, Inc.</b> (collectively, “ <b>Blue Mountain</b> ”) and GLOBAL K FOODIERO (“ <b>GLOBAL K FOODIERO</b> ”) (each a “ <b>Party</b> ” and together, the “ <b>Parties</b> ”).
2. Purpose and Scope.	BlueMountain and GLOBAL K FOODIERO are evaluating a business relationship and/or are engaged in a business relationship relating to BlueMountain and its Affiliates (the “ <b>Projects</b> ”), during which either or both of the Parties may, from time to time, disclose certain valuable confidential and proprietary information to the other Party.
3. Consideration.	The Parties have exchanged promises and covenants and other good and valuable consideration, including payment of \$1.00 from BlueMountain to GLOBAL K FOODIERO, which each acknowledge they have received as good and valuable consideration, and they have come to this Agreement.
4. Term.	<p>4.1 The term of this Agreement shall commence on the Effective Date stated above and lasts until terminated in accordance with the terms of this Agreement Section 4.2 (hereinafter the “<b>Term</b>”).</p> <p>4.2 Either Party may terminate this Agreement pursuant to the Notice provision herein, but the protections and confidentiality for each of the Parties shall continue for an additional five (5) years from the termination date.</p>
5. What the Parties Would Like to Keep Confidential.	<p>5.1 It is possible that one or both Parties will learn things about the other during the Projects. Accordingly, each Party shall keep the following confidential, and shall not (except at the written, signed direction of the disclosing Party, and solely for the disclosing Party’s express business purposes which the disclosing Party has directed in a signed writing to the receiving Party) use, copy, share, summarize, divulge, tell, alter, disclose, communicate, during the Term and for five (5) years thereafter (the “<b>Confidential Information</b>”):</p> <ul style="list-style-type: none"> <li>5.1.1 The existence of this Agreement;</li> <li>5.1.2 Recipes, formulas, logistics, processing procedures, scientific processes, prices, costs, margins, markups, customer names, customer locations, sources;</li> <li>5.1.3 Either Party’s Affiliates, and the Party’s (and/or the Affiliate’s) vendors, sources, prospective sources, contractors, partners and/or prospective partner’s sources, prospective contractors, prospective partners;</li> <li>5.1.4 The existence and/or business plans surrounding the Projects;</li> <li>5.1.5 Any proposed and/or actual plans pertaining to the Projects;</li> <li>5.1.6 Any proposed and/or actual contracts pertaining to the Projects;</li> <li>5.1.7 Any proposed and/or actual financing, financial information, and/or bank information, pertaining to the Projects and/or Parties;</li> <li>5.1.8 Any proposed and/or actual customers and/or end users pertaining to the Projects;</li> </ul>



	<p>5.1.9 Any proposed and/or actual locations pertaining to the Projects;</p> <p>5.1.10 Any proposed and/or actual banks and/or lenders pertaining to the Projects;</p> <p>5.1.11 Any proposed and/or actual dollar amounts, interest rates, or other financial data pertaining to the Projects;</p> <p>5.1.12 Any proposed and/or actual contacts pertaining to the Projects;</p> <p>5.1.13 Any military or government information;</p> <p>5.1.14 Anything received as a communication from either Party’s legal counsel and/or accountants;</p> <p>5.1.15 Any software code of either Party or their Affiliates;</p> <p>5.1.16 Any business information by, from, or about either Party or by, from, or about either Party’s Affiliates (including but not limited to: communications, emails, vendor information, customer information, financial information, CRM, personally identifiable information, health information, legal information, software code, business activities);</p> <p>5.1.17 The business plans of either Party;</p> <p>5.1.18 Anything marked “CONFIDENTIAL” or attached to or within an email or communication marked “CONFIDENTIAL.”</p>
5.2	All Confidential Information shall be used strictly in the manner that the disclosing Party has requested, strictly for the disclosing Party’s business purposes, and any other use shall be an intentional, unauthorized, and knowing use without the disclosing Party’s authority;
5.3	The customer list(s), end user lists, recipes, formulas, processing procedures, scientific processes, sources, scientific research, reports, prices, costs, margins and/or the software code of either Party (as well as that of either Party’s customers, vendors, and sources) may also receive trade secret treatment under the law, and shall also not be used, copied, shared, divulged, altered, disclosed, communicated, reverse engineered, except at the direction of the disclosing Party by the disclosing Party’s express, written, signed, request to do so.
5.4	Neither Party shall hit “REPLY ALL” and/or forward any communications from the disclosing Party, the disclosing Party’s Affiliates, and/or the disclosing Party’s counsel.
5.5	In the event that one Party receives a subpoena or other judicial request to disclose any information about the other, said Party shall immediately provide such request to the other Party so that the other Party may obtain a protective order or raise other legal defense or relief, as the case may be.



	<p>5.6 At any time requested by a Party, the other Party shall return or destroy (as specified by the requesting Party, and in the manner specified by requesting Party), documents, hard copies, communications, emails, thumb drives, or other materials embodying Confidential Information and/or trade secret information, and when the Term is completed (or when requested by a Party), the receiving Party shall cease use thereof and shall not, copy, summarize, divulge, disclose, communicate, and/or reverse engineer copies thereof, and receiving Party shall certify in writing that such destruction or return of the materials to the disclosing Party has been completed and describe how such return and/or destruction was accomplished, and that receiving Party retains no other copies in any format, and is aware of no other copies in any format. Upon termination of this Agreement, neither Party shall access the systems of the other Party and/or its Affiliates.</p> <p>5.7 Neither Party shall use and/or install any trapdoors, Trojan Horses, viruses, extortionware, listening devices (and/or the like), modes of recording, and/or any method of having current and/or later access to or control of the other Party’s (or the other Party’s Affiliates) communications, emails, documents, information, Confidential Information and/or trade secrets including but not limited to: customer list(s), recipes, formulas, sources, scientific research and reports, prices, costs, margins, software code, emails, spreadsheets, financial information, CRM, personal identifiable information, HIPAA information, military information, government information, software code, business activities, and/or matters that a Party would reasonably believe to be confidential.</p> <p>5.8 No Party has engaged, nor does it intend to engage, in any business or activity prohibited by the Trading with the Enemy Act and/or in violation of the laws of the United States of America.</p> <p>5.9 Notwithstanding any provisions in this agreement or company policy applicable to the unauthorized use or disclosure of trade secrets, each Party is hereby notified that, pursuant to Section 7 of the DTSA, a Party cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law. The Party also may not be held so liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, individuals who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the Party’s attorney and use the trade secret information in the court proceeding, if the Party files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.</p> <p>5.10 Any breach of any portion of this <b>Section 5</b> by a Party and or Party Affiliate is a Material Breach.</p>
<p>6. Compliance.</p>	<p>6.1 Each Party accepts all liability for the breach of this Agreement by each Party’s agents, as though such liability was the Party’s own liability. Each Party agrees that the other Party may pursue the other Party and its agents jointly and severally in the event of a threatened breach or actual breach of this Agreement, and that a Party shall be liable for its agent’s liability and/or breach, as it is the Party’s duty to police its agents.</p>



	<p>6.2 “<b>Affiliates</b>” means a Party, its employees, contractors, representatives, agents, legal counsel, accountants, family, and/or any other entity in which an Affiliate (or its owner(s)) owns any interest whatsoever, including but not limited to, voting and/or economic, as well as the officers, directors, shareholders, members, employees, contractors, representatives, agents, legal counsel, and accountants, thereof.</p> <p>6.3 Any breach of any portion this <b>Section 6</b> by a Party is a Material Breach.</p>
<p>7. Indemnification.</p>	<p>7.1 A receiving Party shall indemnify, defend, and hold harmless the disclosing Party (at the receiving Party’s sole direction and discretion) from and against any losses, damages, disputes and/or liability (whether actual and/or threatened) by any third parties arising from the receiving Party’s breach of this Agreement.</p>
<p>8. Choice of Law, Venue, Jurisdiction, and Attorney’s Fees.</p>	<p>8.1 This Agreement shall be interpreted in accordance with the laws of the state of Georgia without resort to its choice of law provisions. The Courts of Forsyth County, Georgia shall have exclusive jurisdiction for purposes of all legal, injunctive, and/or equitable relief, including in the event of a breach or threatened breach by either Party of this Agreement, and the Parties hereby subject themselves to said Courts’ jurisdiction and venue, and waive any objection to such jurisdiction, venue and choice of law. No Party shall assert as a defense, nor shall it be a defense, that an adequate remedy at law exists, and each Party hereby expressly waives that defense.</p> <p>8.2 Each Party recognizes that a disclosing Party (and/or Affiliate) shall be irreparably harmed in the event of receiving Party’s (and/or receiving Party’s Affiliate’s) material breach or threatened or potential material breach of this Agreement, and that, notwithstanding anything contained herein to the contrary, disclosing Party may, as against receiving Party (and/or receiving Party’s Affiliates, at disclosing Party’s sole discretion), commence an action in any court of competent jurisdiction, to obtain equitable and/or injunctive relief to prevent such breach or threatened breach at any time.</p> <p>8.3 In the event one Party prevails in any action (or portion thereof) against the other Party, and/or the other Party’s Affiliates, the non-prevailing Party shall pay all amounts owed to prevailing Party, as well as interest at 1.5% per month, and reimburse prevailing Party for prevailing Party’s successful action and/or portion thereof for all fees, costs and expenses including, without limitation, attorneys’ fees, and costs and expenses incurred by prevailing Party in taking such court action to obtain legal, equitable, and/or injunctive relief. Nothing in this Agreement shall prevent prevailing Party from having this remedy and all others in this Agreement and/or in the law directly against either or both of losing Party and/or its Affiliates, jointly and severally, as it is each Party’s responsibility to police its own Affiliates.</p> <p>8.4 Prior to the initiation of any litigation for money damages, the Parties hereby agree to mediate their claims in Atlanta, Georgia. Thirty (30) days’ prior to the mediation, as receiving Party’s good faith mediation, each GLOBAL K FOODIERO shall produce to BlueMountain a written, signed list of all claims, counterclaims, defenses, witnesses, as well as all evidence to be presented at trial. Failure by a GLOBAL K FOODIERO to timely provide such list and evidence shall constitute bad faith mediation and each Party hereby agrees shall bar GLOBAL K FOODIERO’s use of such omitted claims, counterclaims, defenses, witnesses, and/or evidence at trial. Refusal by a Party to pay for that Party’s portion of the mediation in advance or otherwise participate in the</p>

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	mediation shall allow the other Party to immediately commence litigation, and to prevent OtherParty's use of such omitted claims, counterclaims, defenses, witnesses, and/or evidence at trial.
9. Notices.	Any notice (" <b>Notice</b> ") required to be given under this Agreement shall be mailed to the Party(s) signing below by certified, registered mail signature requested, Priority Mail signature requested, or Express Mail return receipt requested, or by FedEx, signature required. Either Party may change the address to which Notice is given or payment is to be sent by written Notice to the other pursuant to this Section.
10. Survival and Beneficiary.	<p>10.1 The Parties hereby agree that either Party may terminate this Agreement.</p> <p>10.2 Upon termination of this Agreement by any Party for any reason, the Parties hereby agree that the following Sections survive this Agreement for a period of five (5) years: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18.</p> <p>10.3 Upon termination of this Agreement for any reason, neither Party shall enter into the other Party's systems, including but not limited to CRM, shared drives, computer systems, phone systems, and/or email systems, and any such entry by a Party shall be intentional, knowing, and without authority of the other Party.</p> <p>10.3 GLOBAL K FOODIERO has no intended third party beneficiaries to this Agreement.</p>
11. No Waiver.	No Party shall not waive any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by said Party. No delay or omission by any Party in exercising any of said rights, powers, or remedies shall operate as a waiver thereof. Nor shall a waiver signed by any Party of any breach of the covenants, conditions, or agreements binding on the other Party on one occasion be construed as a waiver or consent to such breach on any future occasion or a waiver of any other covenant, condition, or agreement herein contained.
12. Severability.	In the event that any clause, sentence, provision, numbered section or subsection contained herein is invalid, illegal, or unenforceable by any court of competent jurisdiction, such clause, sentence, provision or subsection shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision contained herein. The Parties hereby request that any judge who must sever, do so and blue pencil in a way to preserve the Parties' original intent. Each of the numbered sections or subsections or provisions contained herein shall be construed as an agreement independent of any other numbered sections or subsections or provisions in this Agreement.
13. No Partnership.	The Parties hereby agree that neither Party shall be an employee, officer, agent, partner, shareholder, member, consultant, representative and/or decision-maker of the other Party, and that neither Party is permitted to bind the other Party. Neither Party has promised the other Party to be an employee, contractor, officer, agent, partner, joint venture, shareholder, member, consultant, representative and/or decision maker of the other Party or to have any interest or anything of value from the other Party and/or anyone or anything else, now, and or in the future, and any such promise shall be in the form of an express, signed writing.
14. Binding Effect; Assignment.	This Agreement and all of the terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Any attempted assignment of the rights or obligations under this Agreement whether by operation of law or otherwise, without the express, written, signed permission of the other Party, shall have no force or effect whatsoever, and shall constitute a material breach of this Agreement.
15. No Hire; No Circumvention.	During the Term and for a year thereafter, the receiving Party shall not solicit, hire, engage or use the disclosing Party's employees, contractors, vendors, sources, suppliers, bankers, consultants, and/or customers (regardless of where located) which the receiving Party identified because of work for the disclosing Party (and/or work on the Project(s)) which arose with the disclosing Party's employees, contractors, vendors, sources, suppliers, bankers, consultants, and/or customers (as the case may be) during the Term.

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16. Changes.	No change, amendment, or modification of this Agreement shall be valid unless it is in writing signed by both the Parties.
17. Gender.	As used in this Agreement, the masculine, feminine, or neuter gender shall be construed to mean any of the masculine, feminine, or neuter gender, as appropriate. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. "Or" in this Agreement shall mean "and/or." Blue Mountain's Affiliates are an intended third-party beneficiary of this Agreement.
18. Entire Agreement.	This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties hereto with respect to the subject matter hereof. The creation of a new contract or agreement for services and/or goods shall not invalidate this Agreement, and the Parties shall remain bound by this Agreement, unless both Parties specifically and clearly agree to do so in a signed writing, as the Parties have agreed that confidentiality and non-disclosure are paramount terms which should govern their business relationship and the Projects. For purposes of construction, this Agreement was mutually drafted. All protections in this Agreement for BlueMountain shall extend to BlueMountain's Affiliates. This Agreement shall be construed as mutually drafted. This Agreement shall govern all communications by, from, to, and or about a Party unless there is an expressly clear, written document, signed by both Parties setting forth any changes.

<b>BlueMountain:</b> Blue Mountain BZ, Inc.	<b>OtherParty:</b> Complete Legal Name
Business Address: 1595 PEACHTREE PKWY STE 204-387, CUMMING, GA, 30041, USA	Office Address:
Email:	Email:
Phone:	Phone:
Signature:	Signature:
Date:	Date: