



This agreement is made and entered into this 3rd day of February, 2020 by and between Flavorcraft Industries Inc., including all of its subsidiary companies, whose address is 2123 Watterson Trail, Louisville, Kentucky, 40299 ("Flavorcraft"), and Anoth Group
7403 Marine Rd, Edwardsville, IL 62025 (hereinafter individually "Party", or collectively, "Parties").

The Parties wish to discuss potential business opportunities. In doing so, the Parties may disclose to one another non-public information regarding certain products, technology and/ or marketing strategies, business plans, operations, packaging and/ or co-packing technology, aseptic processing, certain secret and proprietary information concerning formulae, flavors, flavor systems, colors, product development plans and other related information, including but not limited to information concerning Flavorcraft's trademark and patent technologies, and/ or other proprietary technologies (hereinafter "Confidential Information").

To ensure that each Party's interests and proprietary rights to its Confidential Information are protected and retained in trust and confidence by the other Party, the Parties agree to the following terms and undertakings in consideration of the disclosure(s) of Confidential Information with the attendant opportunity for mutual benefit and for other good and valuable consideration.

1. Each Party agrees that all Confidential Information which is disclosed to it by the other Party will be held in confidence for the exclusive benefit of the disclosing Party for a period of ten (10) years from the date of disclosure. All Confidential Information is and shall remain the property of its disclosing Party. By disclosing Confidential Information, a disclosing Party does not grant any express or implied right to a receiving Party to or under any of its patents, patents pending, copyrights, trademarks or trade secrets. Each disclosing Party also reserves the right to protect its right under any such patents, patents pending, copyrights, and trademarks or trade secrets, except as otherwise provided herein.
2. Disclosing Party makes no express or implied warranties as to the accuracy, completeness, or other characteristics of the information provided to receiving Party.

A handwritten signature in blue ink, appearing to read "Anoth Group", is written over a horizontal line.

3. Each Party agrees that it will exercise reasonable precautions to prevent the disclosure to others of Confidential Information received from the other Party, including assurance that the Confidential Information will be disclosed to only those of its employees who have a need to know it for the purposes contemplated by this Agreement, and that any of its employees to whom such Confidential Information is disclosed are subject to an obligation to retain such information in confidence.
4. The receiving Party shall not use any of the disclosing Party's Confidential Information except for the purpose for which it was disclosed as outlined above, or as otherwise specifically authorized and instructed by authorized personnel of the disclosing Party.
5. The above obligations shall not apply to any Party's Confidential Information:
 - which was in the receiving Party's possession prior to disclosure to the other Party,
 - which is or becomes available to the public through no act or failure to act on the part of the receiving Party,
 - which the receiving Party has received or hereafter receives from another source which did not receive such information directly or indirectly from the disclosing Party under an obligation of confidentiality, or
 - which is developed by the receiving Party independent of any disclosure of Confidential Information protected under this Agreement.
6. At any time upon the disclosing Party's request, the receiving Party shall surrender to the disclosing Party all documents and things which it may have received from the disclosing Party, including all copies thereof, and it will destroy any documents which it may have made which describe or disclose any such Confidential Information, or delete all Confidential Information therefrom, except that one copy may be retained by the receiving Party in a restricted file in its legal department to ensure compliance herewith.
7. The Parties further agree that neither this Agreement, nor any related agreement, or the fact that either Party is working with the other on the above subject matter, shall be disclosed by either Party to any third Party without the prior written consent of the other Party.
8. Any representative of either Party that enters into **Flavorcraft** facilities does so at his/her own risk. **Flavorcraft** shall have no liability for any claim, loss, or injury as a result of any access to **Flavorcraft** facilities, other than that which is due to gross negligence of **Flavorcraft**.



9. This Agreement does not create a relationship of agency, partnership, joint venture, or license between the Parties. This Agreement does not obligate either Party to purchase anything from or sell anything to the other Party, and each Party acknowledges that this Agreement does not prevent the other Party from entering into (a) similar activities and/or (b) business relationships with third parties, provided no Confidential Information is used in such third-party relationships.
10. The obligations provided in this Agreement shall be binding upon, and shall inure to the benefit of each Party, its successors, assigns, and other legal representatives, and the provisions of this Agreement shall control and prevail in the event that any provisions of any subsequent purchase order or order acknowledgement between the Parties related to Confidential Information are in conflict herewith.

FLAVORCRAFT INDUSTRIES INC.

BY: _____ DATE: _____

NAME & TITLE:

CUSTOMER: Anoth Group

BY:  DATE: 2/3/2020

NAME & TITLE: Bash Anoth / CEO – President

ADDRESS: 7403 Marine Rd
Edwardsville, IL 62025

Telephone: 415 577 2274

E-Mail: bash@anothgroup.com