

## CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, 20\_\_ by and between **HEART & HANDS WINE COMPANY, INC.**, a New York State Domestic Corporation located at 4162 State Route 90 North Union Springs, New York 13160 ("Disclosing Party"); and

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("Receiving Party").

### RECITALS:

WHEREAS, Disclosing Party possesses certain confidential proprietary information;

WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction between Receiving Party and Disclosing Party (collectively, the "Business Purposes"), confidential proprietary information of Disclosing Party may become available to Receiving Party;

WHEREAS, Disclosing Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information; and

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean the identification of Disclosing Party, all strategic and development plans, financial condition, business plans, business records, customer and/or distributor identities, customer and/or distributor lists, project and/or business and financial records, billing and collection practices, computer hardware, programs and applications, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies, taxes, licenses, appraisals, surveys, deeds, equipment, portfolio, inventory and all other information which may be disclosed by Disclosing Party or to which Receiving Party may be provided access by Disclosing Party or others in accordance with this Agreement, or which is generated as a result of or in connection with the Business Purposes, which is not generally available to the public.

2. Nondisclosure Obligations. Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Receiving Party further promises and agrees;

(a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;

(b) not to use, disseminate or disclose any of the Confidential Information except for the Business Purposes;

(c) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by Disclosing Party in accordance with this Confidentiality Agreement;

(d) not to use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes;

(f) to restrict access to the Confidential Information to those of its employees and/or professional advisors who clearly need such access to carry out the Business Purposes;

(g) to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, any of the Confidential Information, and, to provide Disclosing Party with a copy of this written agreement to that effect signed by such persons; and

(h) to comply with any other reasonable security measures with respect to the Disclosing Party's Confidential Information as may be requested from time to time by Disclosing Party.

3. Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information which: (i) is, or later becomes, public knowledge other than by breach by Receiving Party of its obligations under this Agreement; (ii) is in the possession of Receiving Party with the full right to disclose prior to its receipt from Disclosing Party, as evidenced by written records; or (iii) is independently received by Receiving Party from a third party, with no restrictions on disclosure.

4. No Publicity. Except as otherwise authorized herein, neither party shall disclose to any other person or entity the fact that discussions are taking place concerning the Business Purposes or that the Receiving Party has requested or received Confidential Information from the Disclosing Party, or any of the terms, conditions or other facts with regard to any such possible business matters.

5. Return of Confidential Information. Receiving Party agrees, upon termination of the Business Purposes or upon the written request of Disclosing Party, whichever is earlier, to promptly deliver to Disclosing Party all records, notes, and other written, printed, or tangible materials in the possession of Receiving Party, embodying or pertaining to the Confidential Information.

6. No Right to Confidential Information. Receiving Party agrees and acknowledges that no license, either express or implied, is hereby granted to Receiving Party by Disclosing Party to use any of the Confidential Information.

7. No Solicitation of Customers and/or Distributors. Receiving Party agrees that it will not contact any of Disclosing Party's customers, distributors and/or referral source in order to

solicit, entice or induce any customer, distributor and/or referral sources of Disclosing Party to terminate, or otherwise modify a business relationship with Disclosing Party to reduce or other modify a business relationship with Disclosing Party or for any other purpose, unless and until Receiving Party has received express written consent from Disclosing Party.

8. Indemnification. Receiving Party agrees to indemnify Disclosing Party from and against any and all losses, damages, claims or expenses (including without limitation reasonable attorney's fees) incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

9. Term and Termination. This Agreement shall commence on the \_\_\_ day of \_\_\_\_\_, 20\_\_ above ("Effective Date"). Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue for a period of one hundred twenty (120) days from the Effective Date, or until Disclosing Party provides Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force and effect until further notice from Disclosing Party.

10. Remedies. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as Disclosing Party shall deem appropriate. Such right of Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity. That in the event that Disclosing Party seeks such an order, it shall be entitled to recover its reasonable attorney's fees incurred for that proceeding if the Court issues a Temporary Restraining Order and/or other relief.

11. Successors and Assigns. Receiving Party shall have no right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of Disclosing Party. This Agreement and Receiving Party's obligations hereunder shall be binding on Representatives, permitted assigns, and successors of Receiving Party and shall inure to the benefit of Representatives, assigns and successors of Disclosing Party.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees.

14. No Commitment. The parties acknowledge and agree that the execution and delivery of this Agreement, or the disclosure of any Confidential Information, does not mean that either party commits or promises to enter into an additional agreement of any kind.

15. Entire Agreement. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

**WINERY**

|                                 |                            |
|---------------------------------|----------------------------|
| Winery Name                     | HEART & HANDS WINE COMPANY |
| Winery Representative Signature |                            |
| Winery Representative Name      |                            |
| Winery Representative Title     |                            |

**RECEIVING PARTY:**

|                                                                    |  |
|--------------------------------------------------------------------|--|
| Company Name                                                       |  |
| Representative Signature                                           |  |
| Representative Name (printed)                                      |  |
| Representative Title                                               |  |
| Company Address                                                    |  |
| Cell                                                               |  |
| Email                                                              |  |
| For Companies: Acquiring Entity<br>Legal Name + State of Formation |  |

**Buyer Profile and Qualifications:** This information is REQUIRED to ensure we have a biography of potential buyers and to ensure buyers are qualified. Based upon what is provided here, we may request additional standard qualification documentation from prospective buyers. This ensures we are engaging with properly formed entities that have the authority and financial capacity to complete a transaction of this scale.

| Type of Company                                                                                                                                                                                                                                                                     | Funds Available for Acquisition                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Bank<br><input type="checkbox"/> VC<br><input type="checkbox"/> Investment Group<br><input type="checkbox"/> Private Corporation<br><input type="checkbox"/> Public Company<br><input type="checkbox"/> Individual<br><input type="checkbox"/> Other _____ | Total Allocated: _____<br>Per Transaction: _____<br><b>Additional information related to your acquisition needs:</b> |

Please sign, scan, and e-mail to: [buyflxwinery@gmail.com](mailto:buyflxwinery@gmail.com)