

CONTRACT WORKER CONFIDENTIALITY AGREEMENT

I recognize that Griffith Foods Inc. (collectively with its parents, affiliates, subsidiaries and divisions, their successors, predecessors, and lawful assigns, "Griffith Foods"), is engaged in numerous fields of business and activities which involve confidential information, all of which may be valuable to Griffith Foods. I acknowledge that by virtue of my being retained by Griffith Foods as or through an independent contractor, I have or will have access to knowledge and information of Griffith Foods' confidential information.

AGREEMENT

As a condition of my assignment by [PROVIDER] ("Provider") to Griffith Foods, and for other good and valuable consideration and valuable consideration, the sufficiency of which I acknowledge, I hereby agree as follows:

(1) Confidential Information.

(a) The term "Confidential Information" means any information and data not generally known outside Griffith Foods concerning Griffith Foods' business and affairs, including, without limitation, trade secrets, products, formulas, specifications, raw materials, manufacturing processes, facilities, equipment, research and development, business plans, sales, marketing, product pricing, revenues, costs, margins and other financial data, customer and supplier information, including customer and supplier identities and formulas and products sold to them.

(b) I hereby covenant and agree that:

- i. All Confidential Information is the property of Griffith Foods and shall remain so indefinitely.
- ii. During the period of my services as a contract worker with Griffith Foods, and thereafter, I will hold in strictest confidence and will not use or disclose to any person or entity, without the written consent of an authorized officer of Griffith Foods, any of the Confidential Information (except and solely as such use or disclosure is expressly directed by my Griffith Foods' supervisor in order to properly perform my work as a contract worker for Griffith Foods).
- iii. Confidential Information includes information in all formats whether written, oral, electronic or other form capable of physical delivery.
- iv. The obligations set forth under in this subsection (b) shall apply for as long as and to the extent that the Confidential Information has not become generally known to or available for use by the public other than by my act or omission.

(c) Upon my termination as a contract worker of Griffith Foods, I hereby covenant and agree that I will not take with me any Confidential Information in any format (whether written, oral, electronic or other form capable of physical delivery), and I will immediately deliver and return to Griffith Foods any Confidential Information and any copies thereof in my possession or control.

(2) Contract Worker Status. I will furnish my services as an employee of Provider and not as an employee of Griffith Foods. I have no power or authority nor will I represent to third parties that I have the

power or authority to act for, represent, or bind Griffith Foods or any company or entity affiliated with Griffith Foods in any manner.

(3) Conflicting Activities. During the time I furnish services as a contract worker to Griffith Foods, I will not enter into any activity, employment or business arrangement which conflicts with Griffith Foods' interests or my obligations under this agreement. I will immediately advise Griffith Foods with to any activity, employment or business arrangement contemplated by me which may be relevant to this Section. For this purpose, I covenant and agree to disclose any such plans or actual or potential conflicts of interest I have or may have as soon as I become aware of them, but in any event prior to commencing any activity that constitutes an actual or potential conflict.

(4) Statement of Non-Obligation.

(a) I hereby verify that I am not a party to any agreement or under any other obligation to a person or entity, nor have any other interest which is inconsistent with or in conflict with this agreement, or which would prevent, limit or impair my performance of any of the covenants herein.

(b) I understand and agree that I shall not utilize, disclose or divulge to or on behalf of Griffith Foods, any confidential information or trade secrets belonging to my prior employers or to any other person or entity.

(5) Governing Law. It is the intention of the parties hereto that this agreement and the performance hereunder be construed in accordance with, and under and pursuant to the laws of the State of Illinois.

(6) Severability and Modification.

(a) If any provision of this agreement is declared void or unenforceable or against public policy, such provision shall be deemed severable and severed from this agreement and this agreement shall be given effect as if the void or unenforceable provision had been deleted; provided, however, that if the provision so affected is fundamental to this agreement, then such provision will be replaced with a provision with a similar effect to that intended by the parties if this can be achieved by another provision.

(b) If any restriction of this agreement is held overbroad or unreasonable, such restriction shall be modified or revised to include the maximum reasonable restriction allowed by law.

I, _____, hereby acknowledge that (a) I have carefully read and have voluntarily signed this confidentiality agreement; and (b) I fully understand the final and binding effect of this confidentiality agreement.

Signature

Date