Mutual Non-Disclosure Agreement

NDA # 2026-019

DATE Nov 5, 2026

EFFECTIVE DATE Nov 5, 2026

BETWEEN
Northfield Snack Co.
Emily Hartwell
+1 612 555 0140
e.hartwell@northfieldsnack.example
350 N 5th St, Suite 410, Minneapolis, MN 55401

AND
Prairie Pack Co-Manufacturing, Inc.
Luis Medina
+1 515 555 0177
lmedina@prairiepack.example
2401 SE Hulsizer Rd, Ankeny, IA 50021

Key terms

A summary for convenience. The numbered sections that follow govern.

TYPE
Mutual
Both parties share and protect

PURPOSE
Co-manufacturing
Of a new protein bar line

EFFECTIVE DATE
Nov 5, 2026
Signed by both parties

DISCLOSURE PERIOD
12 months
From the effective date

CONFIDENTIALITY
3 years
After the last disclosure; trade secrets longer

GOVERNING LAW
Minnesota
Courts of Hennepin County

Terms

1. Purpose

1.1 Northfield Snack Co. (“Northfield”) and Prairie Pack Co-Manufacturing, Inc. (“Prairie Pack”) are discussing whether Prairie Pack will manufacture and package a new line of protein bars for Northfield (the “Purpose”). Each party may share confidential information for the Purpose; the party sharing it is the “Discloser” and the party receiving it the “Recipient”.

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Terms, continued

2. Confidential information

2.1 “Confidential Information” means non-public information the Discloser shares for the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential.

2.2 It includes recipes, formulas and ingredient specifications, supplier names and costs, pricing, production capacity and line speeds, food safety audits, customer and retailer plans and unannounced products.

3. What is not confidential

3.1 Information is not Confidential Information if the Recipient can show that it is or becomes public through no fault of the Recipient, was known to the Recipient before it was shared, is received from someone free to share it, or is developed independently without using the Discloser's information.

4. The Recipient's duties

4.1 The Recipient uses Confidential Information only for the Purpose and protects it with at least the care it uses for its own confidential information, and never less than reasonable care.

4.2 The Recipient may share it only with its employees, contractors and advisors who need it for the Purpose and are bound by confidentiality duties at least as strict as these. The Recipient is responsible for their compliance.

5. Disclosure required by law

5.1 If a court or authority requires the Recipient to disclose Confidential Information, the Recipient gives the Discloser prompt written notice, where the law allows, and discloses only what is required.

6. Return or destruction

6.1 Within 15 days of a written request, the Recipient returns or destroys the Discloser's Confidential Information and confirms this in writing. Copies kept in routine backups or required by law stay protected by this agreement.

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Terms, continued

7. No license and no warranty

7.1 Sharing information grants no license to any patent, trademark, recipe or other intellectual property. Confidential Information is provided “as is”.

8. No obligation to proceed

8.1 Neither party must enter into a manufacturing agreement. Either party may end the discussions at any time, and each remains free to work with others, as long as it does not use the other's Confidential Information.

9. Term

9.1 This agreement covers information shared within 12 months from the effective date. The Recipient's duties last for 3 years after the last disclosure, and for trade secrets as long as they remain trade secrets.

10. Remedies

10.1 Unauthorized use or disclosure may cause harm that money cannot fully repair, so the Discloser may seek an injunction in addition to any other remedy.

11. Governing law

11.1 This agreement is governed by the laws of the State of Minnesota. Disputes go to the state or federal courts in Hennepin County, Minnesota.

12. General

12.1 This is the entire agreement on its subject. Changes are valid only in writing, signed by both parties. It may be signed electronically and in counterparts.

Signatures

Signed by the authorized representatives of both parties.

PRAIRIE PACK

_____

SIGNATURE

Prairie Pack Co-Manufacturing, Inc.

Name: _____

Date: ____ / ____ / _____

NORTHFIELD

_____

SIGNATURE

Northfield Snack Co.

Name: _____

Date: ____ / ____ / _____

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