

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This agreement is made as of the ___ day of _____, 2015

by and between: _____ (“Recipient”) located at _____
and Simply Country, Inc. (“Company”) located at 13120 John Bauer Ave, Grass Valley, CA 95945.
This Agreement shall govern the conditions of disclosure by the Company to the Recipient of certain confidential information including, but not limited to, prototypes, samples, technical data, trade secrets, know-how, actual and anticipated research, trademarks whether registered or not, developments or products, product plans, services, software, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, information on personnel, customers, business plans, sales figures, sales projections, sale prices, markets, marketing plans, estimated future sales, distribution methods, financial information, sales or programming matter, compositions, drawings, diagrams, computer programs, studies, work in process, visual demonstrations, manufacturing plans, confidential information disclosed to the Company by third parties, and other data, whether oral, written, graphic, or electronic form relating to the invention for a fast growing fodder system invented by the Company (collectively, the "Confidential Information"). Given their leading role in the industry relating to fast growing fodder systems, all information provided by the Company shall be considered to be Confidential Information other than information that the Recipient can prove was generally available to the public prior to the date of this Agreement.

With regard to the Confidential Information, the Recipient hereby agrees:

1. Not to use the Confidential Information except for evaluating its interest in entering a business relationship with the Company (the “Purpose”).
2. To safeguard the Confidential Information against disclosure to others with the same degree of care as exercised with his/her or its own information of a similar nature.
3. To procure that each employee and officer to whom Confidential Information is disclosed under this Agreement is, prior to such disclosure, informed of the terms of this Agreement and agrees to be bound by them.
4. Not to disclose the Confidential Information to others, without the express written permission of Company.
5. To procure that the Confidential Information in its possession is stored securely and that physical access to it is controlled.
6. That it shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from the Confidential Information, except as may be expressly agreed to in writing by Company.
7. To use all possible means to maintain the Confidential Information in strict confidence, and at least those measures that it employs for the protection of its own confidential information, but in any event not less than a reasonable degree of care.
8. To immediately notify in writing the Company in the event of any unauthorized use or disclosure of the Confidential Information.
9. That the Recipient shall not reverse engineer, disassemble, decompile or copy any software or other tangible objects which embody the Confidential Information, nor export or re-export or otherwise transmit, directly or indirectly, any Confidential Information, or the direct product of the Confidential Information without the express written consent of the Company.

All Confidential Information and all of the Company’s trade marks remain the property of the Company and no license or other rights in the Confidential Information or such trade marks are granted hereby, except as expressly provided above. This Agreement does not constitute a joint venture or other such business agreement. All information is provided “as is” and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

The Recipient agrees to return to the Company immediately upon the Company’s written request all documents and other tangible objects containing or representing the Confidential Information and all copies thereof which are in the possession of Recipient, including but not limited to all computer programs, documentation, notes, plans and drawings, and any reports, presentations, memorandums and other similar work made by the Recipient in connection with or relating to the Company or the Confidential Information. With respect to Confidential Information stored in electronic form, the

Recipient shall delete all such Confidential Information from its systems and shall confirm by email or in writing signed that all Confidential Information has been deleted.

The Recipient hereby acknowledges that unauthorized disclosure or use of the Confidential Information could cause irreparable harm and significant injury to the Company, which may be difficult to ascertain. Accordingly, the Recipient agrees that the Company shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

The Recipient's obligations hereunder shall survive termination or expiration of this Agreement until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

This Agreement shall bind the Recipient and all signatories personally if different to the Recipient, and inure to the benefit of the parties hereto and their successors and assigns, except that Confidential Information and the rights and obligations under this Agreement may not be assigned by the Recipient without prior written consent of the Company.

This document contains the entire agreement between the parties with respect to the subject matter hereof, and may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

This Agreement shall be governed by and construed and enforced in accordance with the laws of California excluding that body of law pertaining to conflict of law, and the parties hereto agree to submit to the exclusive jurisdiction of the courts of Nevada County any disputes arising out of the subject matter.

UNDERSTOOD AND AGREED:

By the Recipient:

By the Company:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____