**NON‑DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this “**Agreement**”), effective as of 08/27/2018 (the “**Effective Date**”), is entered into by and between Kraft Heinz Company, Gustav Maherlaan 1228, Netherlands (“**Kraft Heinz**”), and XXXXX (“**Company**”), having its principal place of business at XXXXX (together, the “**Parties**,” and each, a “**Party**”).

Kraft Heinz may deem it necessary or advisable to provide non-public, confidential, or proprietary information to Company in order to facilitate the Purpose (as defined below). In consideration of and as a condition to Kraft Heinz providing said information, Parties agree as follows:

1. **Definitions.**   
     
   **“Confidential Information**” Subject to the exclusions set forth in Section 2 of this Agreement, “Confidential Information” means all non-public, confidential or proprietary information that is disclosed to Company by or on behalf of Kraft Heinz or a Kraft Heinz Group Company (as defined below) , whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” or “proprietary”, including without limitation, the existence of this Agreement, the Purpose, the existence of discussions or negotiations taking place between the Parties, product information, designs, plans, devices, drawings, mechanisms, specifications, formulations, recipes, ingredients, trade secrets, know-how, Kraft Heinz’s Intellectual Property, inventions, processes, procedures, methodologies, techniques, operations, forecasts, supplier and customer information, financial data, business and marketing strategies, development and sales strategies, market research, pricing information, third-party confidential information included with, or incorporated in, any information provided by or on behalf of Kraft Heinz or a Kraft Heinz Group Company, and all notes, analysis, compilations, reports, studies, samples, data, summaries, interpretations and other information or materials developed or prepared by or for Company or its Representatives (as defined below) that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

“**Intellectual Property**” means any patents, patentable rights, rights in inventions, utility models, plant varieties, moral rights, trademarks, trade dress, goodwill, business names, company names, domain names, copyright, design rights, rights in data, database rights, rights in know-how, specifications, recipe formulations, trade secrets and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country (whether or not registered, whether present, future or contingent, and including without limitation all renewals, extensions, revivals or accrued rights of action) and all pending applications for and right to apply for or register the same.

**“Kraft Heinz Group Company”** means any company controlling, controlled by or in common control with Kraft Heinz Foods Company.

“**Purpose**” means discussions and negotiations between the Parties in relation to the Parties potentially entering into a service/consulting agreement or an ongoing business relationship and the agreement or ongoing business relationship itself, should that be entered into

1. **Exclusions from Confidential Information.** The term “Confidential Information” does not include information that (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public, other than as a result of breach of this Agreement by Company or its Representatives; (b) was in Company’s possession free of any confidentiality obligation prior to its disclosure hereunder, as can be proven by its written business records; (c) was communicated to Company on a non-confidential basis by an unaffiliated third party, provided that such third party ; and (d) is developed by Company independently of and without reference to any Confidential Information, as documented by Company’s written business records.
2. **Non-Disclosure Covenant and Restrictions on Use.** Company agrees that it shall: (a) not disclose, or permit to be disclosed, any Confidential Information to anyone except those of its employees, officers, directors, partners, agents, consultants, attorneys, or other professional advisors (collectively, “**Representatives**”) who need to know such information to effectuate the Purpose and have agreed to be bound by non-disclosure and non-use obligations at least as restrictive as the conditions contained herein; (b) exercise reasonable security measures to protect the confidentiality of the Confidential Information and treat all of the Confidential Information with the same degree of protection and care as Company accords its own confidential information, but in no case will Company use less than reasonable protection and care; and (c) not use or make copies of the Confidential Information, except to the extent necessary to fulfill its obligations under this Agreement and in accordance with the Purpose. Company shall be responsible for any unauthorized disclosure or use of the Confidential Information by its Representatives.
3. **Required Disclosures.** Notwithstanding the terms of Section 3 above, if Company is compelled to disclose any Confidential Information pursuant to applicable law or a court, administrative, or government order or process, such disclosure shall not be deemed a breach of this Agreement, provided that Company promptly notifies Kraft Heinz in writing before such disclosure (unless Company is legally prohibited from doing so) in order to allow Kraft Heinz an opportunity to seek a protective order or other judicial or regulatory relief. Company will cooperate and assist Kraft Heinz in any efforts to seek such protective order or other judicial or regulatory relief. In the event of such required disclosure, Company may disclose no more than that portion of the Confidential Information which is specifically required to be disclosed by such court or administrative order, legal process, law or regulation (as advised by its legal counsel) and must exercise its reasonable efforts to preserve the confidentiality of the Confidential Information throughout the process. The Confidential Information remains otherwise fully protected as Confidential Information hereunder.
4. **Injunctive Relief; Remedies.** Company acknowledges and agrees that money damages for any breach of this Agreement are both incalculable and insufficient and that any such breach may irreparably harm Kraft Heinz. As such, in the event of an actual or threatened breach of this Agreement by Company, Kraft Heinz shall be entitled to injunctive relief to prevent or remedy such breach and shall have the right of specific enforcement or performance against Company in addition to any other remedies to which Kraft Heinz may be entitled at law or in equity.
5. **No Representations or Warranties.** The Confidential Information is provided “AS IS” and Kraft Heinz makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information. Kraft Heinz shall not be liable to Company for any loss, damage or other liability relating to or resulting from Company’s use of, or reliance on, any of the Confidential Information or any errors or omissions therefrom.
6. **Ownership of Confidential Information and/or Intellectual Property.** Company hereby acknowledges that all Confidential Information disclosed to it and any materials or information developed therefrom or any updates or modifications thereto, is owned solely by Kraft Heinz, shall remain the exclusive property of Kraft Heinz, and constitutes valuable trade secrets of Kraft Heinz. Nothing in this Agreement, nor any action taken by either Party shall be construed to convey to Company any right, title or interest in Kraft Heinz’s Confidential Information, or any license to use (except as expressly stated herein), sell, exploit, copy or further develop in any way any of the Confidential Information. No license is granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which Kraft Heinz has any right, title or interest. Company shall use or cause the Confidential Information to be used only in a manner consistent with the terms and conditions of this Agreement.   
     
   In the event Company develops any Intellectual Property at the request of Kraft Heinz or any one or more Kraft Heinz Group Companies, Company hereby irrevocably acknowledges and agrees that Kraft Heinz will become the sole and exclusive owner of all right, title and interest in and to such Intellectual Property and any and all rights related to it and hereby irrevocably transfers and assigns all such Intellectual Property and related rights to Kraft Heinz. Company acknowledges it acquires no rights whatsoever under this Agreement to any of Kraft Heinz’s existing or future Intellectual Property or related rights or Confidential Information. Any Intellectual Property owned by Company prior to the Agreement and not developed for or at the request of Kraft Heinz shall remain the property of Company.
7. **Term; Termination; and Survival.** The term of this Agreement shall commence on the Effective Date and shall end five (5) years after the Effective Date. The expiration of this Agreement shall not relieve Company of its responsibilities in respect of any breach of the Agreement prior to such expiration. Either Party may terminate discussions regarding exploration or pursuit of the Purpose at any time upon written notice to the other Party, provided that such termination of discussions will not in any way impact Company’s continuing obligations hereunder. Notwithstanding anything to the contrary herein, Company’s obligations related to non-disclosure and non-use of Kraft Heinz’s trade secrets shall continue until such time as such Confidential Information ceases to be a trade secret under applicable federal, provincial, state, or local law, and Company’s obligations related to non-disclosure and non-use for any personally identifiable information of Kraft Heinz and for Kraft Heinz’s Intellectual Property shall continue in perpetuity. Without limiting the foregoing, Company acknowledges that Kraft Heinz’s specifications, recipes, formulations and manufacturing processes are trade secrets of Kraft Heinz. Company agrees that any trade secrets will only be disclosed to persons with a need to know the trade secret to the extent necessary to fulfill its obligations under this Agreement and in accordance with the Purpose for the benefit of Kraft Heinz.
8. **Return or Destruction of Confidential Information.** Upon expiration of this Agreement or termination of discussions, or at any time upon the request of Kraft Heinz, Company shall immediately cease using and return or, subject to Kraft Heinz’s sole discretion, destroy all Confidential Information furnished hereunder, and shall destroy all materials prepared by Company that include, reflect, or are based on, in whole or in part, Confidential Information furnished to Company; provided, however, that Company may retain one (1) archival copy of Confidential Information to comply with its record retention policies and applicable legal, regulatory, or professional obligations. All Confidential Information that remains in Company’s possession as contemplated herein shall remain subject to the confidentiality obligations and use restrictions of this Agreement for as long as it is retained. In the case of requested destruction, an authorized officer of Company must promptly certify in writing to Kraft Heinz that all forms of Confidential Information have been destroyed. Notwithstanding the return or destruction of any Confidential Information, Company will continue to be bound by all applicable obligations of confidentiality and restrictions on use hereunder.
9. **No Other Agreement.** Neither this Agreement, nor the disclosure of any Confidential Information by Kraft Heinz, constitutes an agreement or offer to purchase or supply materials or a product, develop a product, license any intellectual property rights, conduct research, enter into a joint project of any sort, or provide consulting or other services. Either party is free to deal in any way with third parties provided that there is no use or disclosure of Confidential Information in violation of this Agreement.
10. **Notices.** All notices, consents, claims, demands, or waivers in connection with this Agreement must be in writing, in the English language and will be deemed to have been given: (a) on the date of delivery when delivered by hand (with written confirmation of receipt); (b) on the date of delivery when sent by a nationally recognized overnight courier (receipt requested); or (c) on the fourth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the first page of this Agreement, or to such other address that may be designated by a Party from time to time in accordance with this Section).
11. **Waiver; Severability.** No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of Kraft Heinz. No waiver by Kraft Heinz of any breach, default, or violation of any term, warranty, representation, covenant, condition, or provision of this Agreement shall constitute a waiver of any subsequent or further breach, default, or violation of the same or other term, warranty, representation, covenant, condition, or provision. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Any invalid or unenforceable provision will be deemed modified as necessary to make it valid or enforceable while remaining as consistent as possible with the intent of this Agreement.
12. **Assignment.** Company may not assign any of its rights or obligations hereunder without the prior written consent of Kraft Heinz. Any purported assignment in violation of this Section shall be voidable at the option of Kraft Heinz. No assignment shall relieve Company of any of its obligations. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
13. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements concerning such subject matter, written or oral. This Agreement may not be modified or amended unless in writing, signed by a duly authorized representative of both Parties.
14. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed according to the laws of England and Wales, without giving effect to its conflicts of law rules. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in thecourts of London, England, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties waive their right to a jury trial in any action or proceeding arising out of or related to this Agreement.
15. **Interpretation.** This Agreement shall be construed as a whole in accordance with the fair meaning of its language and, regardless of who is responsible for its original drafting, shall not be construed for or against either Party. The captions of the various sections of this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of this Agreement. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties. This Agreement shall not oblige Kraft Heinz to enter into discussions or negotiations, or to disclose Confidential Information to Company.
16. **Counterparts and Electronic Delivery.** The Parties may execute this Agreement in any number of counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page by electronic means shall have the same effect as manual delivery of an originally executed signature page. Each party agrees that any electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. “**Electronic signature**” means any electronic symbol or security procedure or process attached to or logically associated with an electronic record and executed, employed, or adopted by or on behalf of a party with the intent to sign or authenticate such record, including facsimile or email electronic signatures.

**INTENDING TO BE LEGALLY BOUND**, the Parties have duly executed this Agreement as of the date first above written.

|  |  |
| --- | --- |
| KRAFT HEINZ FOODS COMPANY | XXXXX |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: LUIZ FELIPE BOUÇAS\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: GLOBAL LOGISTICS DIRECTOR\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |