

## SERVICES CONFIDENTIALITY AGREEMENT

The following confidentiality agreement is made between ACEnet Inc. and \_\_\_\_\_ (name of firm), for ACEnet Inc. to provide the following service(s):

ACEnet staff will make every effort to keep confidential any information not otherwise generally available to the public that it may receive from (name of firm) \_\_\_\_\_ in connection with this Agreement regarding the business and affairs of said firm.

In particular, ACEnet Inc. will not knowingly disclose to any third party any ingredient, formulation, processing, or financial information on any product made by (name of firm) \_\_\_\_\_ without the express written consent of said firm.

This agreement does not cover: (i) any disclosure required by applicable law or regulation or (ii) any use or disclosure of information that was (A) already known to or in the possession of ACEnet Inc. at the time of receipt from firm, (B) in the public domain without disclosure by the firm, or (C) obtained by the firm from an independent source or otherwise developed independently from the firm, or (D) obtained by the firm on the Intake Application in an area marked for disclosure to ACEnet's funders.

\_\_\_\_\_  
ACEnet Inc. Representative

\_\_\_\_\_  
Firm Representative

Date \_\_\_\_\_

Date \_\_\_\_\_