

NONDISCLOSURE AGREEMENT
HOP QUALITY GROUP

THIS NONDISCLOSURE AGREEMENT (this "**Agreement**") is made and entered into, as of the date set forth below, by the undersigned recipient ("**Recipient**") for the benefit of the HQG Affiliates (as defined herein).

1. Purpose. Recipient is a member or has applied for membership with the Hop Quality Group, a California nonprofit mutual benefit corporation (the "**Hop Quality Group**"), and in connection with such membership, Recipient acknowledges and agrees that Recipient may learn of or otherwise become aware of certain confidential technical and/or business information which the disclosing HQG Affiliate would wish for Recipient to treat as confidential. Recipient acknowledges and agrees that the restrictive covenants set forth herein are of mutual interest to Recipient and the HQG Affiliates, and therefore agrees as follows:

2. Confidential Information.

(a) As used in this Agreement, the term "**Confidential Information**" shall mean any information disclosed to Recipient by the Hop Quality Group, or by any of its directors, officers, or other members, or affiliates (together with the Hop Quality Group, each a "**HQG Affiliate**" and collectively, the "**HQG Affiliates**"), either directly or indirectly in writing, by electronic media, orally, or by inspection of tangible objects, including, without limitation, (i) any technology, know-how, marketing plan, business plan, expansion plan, performance data or analysis, financial information, production information, product information, supplier or vendor information, artwork, trademark, service mark, patent (including related applications), or research; (ii) any information concerning any HQG Affiliates' operations, future plans, inventory, property, employees, management, or capital structure; and (iii) any information, whether or not it is marked "confidential" or "proprietary" that Recipient should reasonably know from the nature of such information to be proprietary to the disclosing HQG Affiliate.

(b) Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by the disclosing HQG Affiliate; (ii) becomes publicly known and made generally available after disclosure to Recipient through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by the disclosing HQG Affiliate as shown by Recipient's files and records immediately prior to the time of disclosure.

3. Non-use and Non-disclosure. Recipient agrees not to use any Confidential Information for any purpose without the prior written consent of the disclosing HQG Affiliate.

4. Maintenance of Confidentiality. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that Recipient takes to protect its own most highly confidential information and shall have its employees, if any, who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any

disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the disclosing HQG Affiliate.

5. Term. This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Recipient.

6. Remedies. Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the disclosing HQG Affiliate, entitling such disclosing HQG Affiliate to obtain injunctive relief in addition to all legal remedies.

7. General Terms. This Agreement shall bind Recipient and its successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Each party hereby agrees that the venue for any action arising out of this Agreement shall be in Sonoma County in the State of California. If any legal action is instituted in connection with this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees in addition to all other recoverable costs and damages. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Recipient has executed this Nondisclosure Agreement effective as of the date set forth below.

Date _____, 20__

RECIPIENT:

(name of company if applicable)

By: _____
(signature)

(print name)

(title)