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**Mutual Non-Disclosure Agreement**

This **Mutual Non-Disclosure Agreement** (“**Agreement**”) is made and entered into as of the Click or tap here to enter text.day of Choose an item., 20Click or tap here to enter text. (“**Effective Date**”) by and between Albertsons Safeway LLC., a Delaware Limited Liability Company, located at 250 E. Parkcenter Blvd., Boise, ID 83706 (“**Albertsons**”), and Click or tap here to enter text. Click or tap here to enter text., located at Click or tap here to enter text. (“**Company**”) (individually “**Party**”; collectively “**Parties**”). Except as otherwise stated in this Agreement, the Parties agree that any reference to a Party (including, but not limited to, the use of “**Discloser**” or “**Recipient**”) will be interpreted to include the relevant Party’s parent, affiliates, and subsidiaries.

1. **Purpose**.

The Parties have expressed an interest in exchanging certain financial, business, legal or other information for use in considering, evaluating, and negotiating a potential negotiated transaction(s) between the Parties (each such use, the “**Purpose**” and each such transaction, the “**Proposed Transaction”**).

1. **Confidential Information**.
	1. “**Confidential Information**” means all nonpublic information of a Party (“**Discloser**”) that is disclosed, provided, or made available to or accessible by the other Party (“**Recipient**”), either directly or indirectly, verbally, electronically, visually, or in a written or other tangible or non-tangible form, which is or should be reasonably understood to be confidential or proprietary to Discloser due to its nature or the context of its disclosure. Confidential Information includes, but is not limited to, Discloser’s trade secrets; volume and pricing information; technical, scientific, laboratory, experimental, research, statistical and sales data; databases, profits, allowance, promotion, methods, forecasts, strategies, techniques, methodologies, know-how, and processes; business, marketing, manufacturing, operations, technical, financial, and development information, records, reports, plans, practices, strategies and data; research and survey results; new product or service plans and related information and materials; performance measurement, quality management, and utilization review; system controls, network setup, and security systems; supplier lists. Confidential Information of Discloser also includes any information based on or derived from such Confidential Information of Discloser, including, without limitation, any copies, notes, and other tangible or non-tangible embodiments made by or on behalf of Recipient.
	2. The confidentiality obligations in this Agreement do not apply to information which (i) is or subsequently becomes publicly available without Recipient's breach of any obligation owed to Discloser (“**Public Information**”); (ii) became known to Recipient prior to Discloser's disclosure of such information to Recipient pursuant to the terms of this Agreement; (iii) became known to Recipient from a third party not subject to confidentiality obligations with respect to such information; or (iv) is independently developed by Recipient without reference to a disclosure by Discloser as sufficiently proven by documents and other competent evidence in Recipient’s possession. Notwithstanding the immediately foregoing sentence: (a) Personal Data is never to be deemed Public Information for the purposes of this Agreement, if Personal Data is provided it will be covered by a Data Processing Addendum between the Parties; and (b) regardless whether proprietary information of Discloser is publicly available, Recipient will maintain its confidentiality obligations described in this Agreement with respect to such proprietary information made available by or on behalf of Discloser to Recipient . For purposes of this Agreement, “**Personal Data**” means any data or set of information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer, household, or device. Additionally, Personal Data includes information inferred or derived about individuals, consumers, households, or devices, and any other information regulated as “personal data,” “personally identifiable information,” or “personal information,” under Data Protection Laws, regardless of the medium in which such information is displayed.
	3. Recipient represents and warrants that it will: (i) disclose Discloser’s Confidential Information only to Recipient’s officers, directors, employees and/or contractors (“**Recipient Personnel**”) to the extent those individuals have a need to know such information to accomplish the Purpose(s); (ii) keep Discloser’s Confidential Information in strict confidence and not disclose it to any third party without the express written authorization of Discloser; (iii) not store, use or otherwise process Discloser’s Confidential Information except to the extent necessary for the Purpose(s) and for no other purpose whatsoever; (iv) use reasonable efforts to prevent any unauthorized use, access, deletion, destruction, disclosure, publication, or dissemination of or loss of control over (“**Incident**”) Discloser’s Confidential Information; (v) use safeguards appropriate and necessary based on the nature and sensitivity of the Discloser’s Confidential Information to protect such information, provided such safeguards provide at least the same level of care afforded to Recipient’s own information of comparable importance and in no event less than a reasonable standard of care; and (vi) not otherwise appropriate Confidential Information for its own use or for the use of any other person or entity. Such steps must include, without limitation, having a written nondisclosure agreement binding on Recipient Personnel that includes terms at least as protective of Discloser’s Confidential Information as the terms of this Agreement.
2. **Unauthorized Disclosure**.

Recipient agrees to promptly notify Discloser in writing of any confirmed or suspected Incident involving Discloser’s Confidential Information. Recipient is liable for any confirmed or reasonably suspected Incident involving Discloser’s Confidential Information to the extent indirectly or directly caused by Recipient, Recipient Personnel or any other third party to which Recipient provides Discloser’s Confidential Information.

1. **Compelled Disclosure**.

If Recipient is requested or required by judicial and other regulatory or investigative orders to disclose any of Discloser’s Confidential Information, Recipient will first, to the extent practicable give Discloser prompt written notice prior to such disclosure (unless such notice is prohibited by law); and reasonably cooperate with Discloser if Discloser seeks any protective relief. If the Discloser fails to obtain such protective relief, then Recipient may disclose such portion of the Confidential Information, as determined by Recipient’s legal counsel, as necessary to comply with the applicable order or equivalent, and Recipient will seek confidential treatment of such Confidential Information.

1. **Ownership**.

Discloser always retains sole and exclusive rights, title, interest and ownership in and to its Confidential Information. Except for Recipient’s limited right to use Discloser’s Confidential Information for the Purpose in accordance with this Agreement, each Party agrees that nothing in this Agreement is intended to grant or grants any rights or license in or to the Discloser’s Confidential Information, including, without limitation, any intellectual property rights contained in the Confidential Information, including but not limited to, patents, trademarks, copyrights, or any other intellectual property rights. Recipient agrees to not reverse engineer, decompile, disassemble (directly or indirectly) any Confidential Information of Discloser. All rights not expressly granted in this Agreement are exclusively reserved by the owner or its licensors.

1. **No Obligation to Purchase**.

This Agreement imposes no obligation on either Party to obtain, purchase, sell, license, transfer, or otherwise make available any technology, service, or productor obligate either Party to disclose any information to the other. This Agreement does not create any agency or partnership relationship between the Parties or require one Party to make any payment of any kind to the other or bind either Party to enter into the Proposed Transaction or any further agreement or arrangement with the other.

1. **Copies**.

Recipient agrees to refrain from transmitting, exporting, making, or causing to be made any copies, recordings, or reproductions of Discloser’s Confidential Information without prior written authorization of Discloser.

1. **Term**.

The term of this Agreement will commence on the Effective Date and expire five (5) years from the last disclosure of Confidential Information from Disclosure to Recipient (the “Termination Date”), except where terminated earlier by the Parties or where the Parties enter into a business agreement. In the event the Parties enter into a business agreement prior to the Termination Date, the terms of this Agreement will continue to apply until it concurrently terminates with the termination or expiration of the applicable business agreement.

1. **Effect of Termination**.

Upon expiration or termination of this Agreement or upon written request from Discloser, Recipient will securely and immediately return to Discloser all tangible Confidential Information of Discloser, including but not limited to all reports, media, documentation, notes, plans, drawings, materials, and all copies of the same. With respect to Discloser’s Confidential Information stored in electronic form, Recipient will securely, at Discloser’s sole discretion, either (i) promptly return or (ii) delete all such Confidential Information from its and its Recipient Personnel’s systems pursuant to its electronic records archival policy and certify in writing to Discloser that such information has been so returned or deleted. Company agrees to transfer Albertsons Confidential Information to Albertsons, or a third party as designated by Albertsons, at no additional cost to Albertsons, upon expiration or termination of this Agreement or upon Albertsons’ request.

1. **Publicity**.

Neither Party may make any press release or other public disclosure regarding this Agreement or the Purposes without the prior written consent of the other Party.

1. **Remedies**.

**11.1** Recipient acknowledges that Discloser operates in a highly competitive environment and that any actual or threatened unauthorized use or disclosure of Discloser’s Confidential Information or breach or threatened breach of this Agreement by Recipient or Recipient Personnel may cause irreparable harm and significant injury to Discloser, for which monetary damages may not be a sufficient remedy. Accordingly, Discloser is entitled to seek, without waiving any other rights or remedies available to it at law or in equity, injunctive or other equitable relief, as may be deemed proper by a court of competent jurisdiction, without posting bond, and/or specific performance as a remedy for any breach of this Agreement.

**11.2** Each Party reserves the right to initiate and prosecute actions at law or in equity, at its sole discretion, against any third party who has accessed, used, and/or disclosed the Discloser’s Confidential Information in an unauthorized manner.

**11.3** The non-prevailing Party in any legal action agrees to reimburse the prevailing Party for any and all fees, charges, costs, and expenses, including without limitation, reasonable attorneys’ fees and court costs the prevailing Party may incur in connection with enforcing its rights under this Agreement as a result of the non-prevailing Party’s breach of any representations, warranties and/or covenants and/or its failure to perform any obligations under this Agreement.

1. **Securities Laws**.

The Parties both acknowledge that they are aware, and agree to advise their directors, officers, employees, agents and representatives who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who has material, non-public information concerning the Proposed Transaction from purchasing or selling securities of a company that may be a party to such Proposed Transaction or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

1. **Standstill**.

Each of the Parties hereby covenant and agree that, for a period of six months from the termination of this Agreement, without the prior written consent of the other Party, which shall not be unreasonably withheld, it will not in any manner, directly or indirectly, or in conjunction with any other person or entity, (a) effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of any securities (or beneficial ownership thereof) or assets of the other Party, (ii) any tender or exchange offer, merger or other business combination involving the other Party, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the other Party, or (iv) any “solicitation” of “proxies” (as such terms are defined in Rule 14a-1 under the Securities Exchange Act of 1934) or consents to vote any securities of the other Party; (b) form, join or in any way participate in a “group” (as such term is used in Section 13(d)(3) of the Securities Exchange Act of 1934) or otherwise act, alone or with others, to seek to acquire or affect control or influence the management, board of directors or policies of the other Party; (c) enter into any discussions or arrangements with any third party regarding any of the foregoing; or (d) take any action which might force the other Party to make a public announcement regarding any of the foregoing.

1. **Severability**.

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by operation of law or otherwise, the remaining provisions will remain in full force and effect and in such cases, the principle of severability will apply. All terms and provisions will be interpreted to afford the maximum protection to Discloser’s Confidential Information.

1. **Waiver**.

Any failure to enforce any provision of this Agreement does not constitute a waiver of any other provision or of the same provision on another occasion.

1. **Assignment**.

Neither Party may assign, convey, delegate or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any such attempted assignment, conveyance, delegation or transfer contrary to this requirement will be null and void. In the event of a permitted assignment, upon the effective date of the assignment and without further action by either Party to this Agreement, the terms of this Agreement will be binding on and inure to the benefit of the Parties, their respective successors and permitted assigns.

1. **Notice**.

Any notice or other communication (“**Notice**”) required or permitted under this Agreement must be in writing and either delivered personally or sent by overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. Notices must be addressed to:

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| **IF TO ALBERTSONS:**  | **IF TO COMPANY:**  |
| Address: 250 E Parkcenter Boulevard, Boise, ID 83706  | Address: Click or tap here to enter text.        |
| Attn: Legal Department  (Legal.Contracts@albertsons.com  With a copy to: Attn:Albertsons Safeway, LLC   Click or tap here to enter text.Click or tap here to enter text. | Attn: Click or tap here to enter text.    |

A Notice will be deemed given upon actual receipt by the other Party or if rejected, upon first attempted delivery. Either Party may designate, by Notice to the other, substitute addresses for Notices and all subsequent Notices will be sent to those substitute addresses.

1. **Counterparts**.

This Agreement may be executed in counterparts, each of which being deemed an original, but all of which together constituting the same integrated agreement.

1. **INTERPRETATION.**

The Parties acknowledge that neither of them may be deemed the drafter of this Agreement and that in the event this Agreement is ever construed or interpreted by a court of competent jurisdiction, such court must not construe or interpret this Agreement or any of its provisions against either of the Parties as the drafter.

1. **Governing Law; Venue; Jurisdiction**.

Any claim, controversy, or dispute arising under, in connection with, or related to this Agreement must be governed by the laws of the State of Idaho, excluding its choice of law principles. The state and federal courts located in Ada County, Idaho will have exclusive jurisdiction and venue over any dispute arising out of, relating to, or in connection with this Agreement. Each Party to this Agreement agrees and consents to the personal jurisdiction and venue of these courts with respect to the matters arising under this Agreement and waives any objection to venue in such courts.

1. **Entire Agreement**.

This Agreement and any Exhibit(s) attached to this Agreement are the only agreement between the Parties with respect to the subject matter under this Agreement and supersede all prior and contemporaneous understandings and agreements concerning the subject matter of this Agreement. This Agreement does not supersede the subsequent business agreements between the Parties. All additions or modifications to this Agreement or its Exhibits must be in writing and signed by an authorized representative of each Party.

Intending to be legally bound, and further intending to bind their successors, heirs and assigns, the Parties’ authorized representatives have executed this Agreement as of the Effective Date.

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| **COMPANY:**Click or tap here to enter text. | **ALBERTSONS SAFEWAY, LLC** |
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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:Click or tap here to enter text. | Name: Click or tap here to enter text. |
| Title:Click or tap here to enter text. | Title: Click or tap here to enter text. |
| Date Signed: Click or tap to enter a date. | Date Signed: Click or tap to enter a date. |