

EX-10.30 6 tazoteascontract1030.txt DISTRIBUTION AGREEMENT TAZO EXHIBIT B CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT 1. PARTIES. This Agreement is between Tazo Tea Company ("TAZO") and MASTER DISTRIBUTORS, INC. dba Atlantic Beverage Company ("COMPANY"), each having the address set forth below. 2. BACKGROUND AND PURPOSE OF DISCLOSURE. COMPANY and TAZO are evaluating or are engaged in a business relationship (the "Project(s)"), during which TAZO may disclose to COMPANY certain valuable confidential and proprietary information. 3. DESCRIPTION OF CONFIDENTIAL INFORMATION. TAZO's interest in the Project and the fact that the parties are working together on the Project is confidential information. Unless such information falls within the exceptions set forth below, any and all information disclosed by TAZO which by its nature is generally considered proprietary and confidential, disclosed in any manner and regardless of whether such information is specifically labeled as such, also is considered confidential information (hereinafter any and all such information shall be collectively referred to as "Confidential Information"). 4. AGREEMENT TO MAINTAIN CONFIDENTIALITY. COMPANY agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees, agents or other third parties to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. COMPANY shall not disclose Confidential Information to others or use it for purposes other than the Project. 5. LIMITED DISCLOSURE. COMPANY agrees to limit disclosure of Confidential Information to those employees or agents necessary for the Project who have agreed to be bound by the obligations herein. 6. EFFECTIVE DATE AND LENGTH OF OBLIGATION. This Agreement is effective as of the last date of execution by both parties and may only be terminated by either party upon written notice following the termination of the parties' Distributorship Agreement to which this Agreement is attached. COMPANY's obligation of confidentiality and non-use for Confidential Information hereunder shall last for five (5) years from the date of such written notice. 7. SECURITIES LAWS. COMPANY hereby acknowledges that it is aware, and agrees that it will advise all of those persons who are involved in the Project that is the subject of this Agreement, that federal and state securities laws prohibit any person who has received material, non-public information (information about TAZO, its parent company, Starbucks Corporation ("STARBUCKS") or their businesses that is not generally available to the public) concerning TAZO or STARBUCKS, including, without limitation, the matters that are the subject of this Agreement, from purchasing or selling securities of STARBUCKS while in possession of such non-public information, and from communicating that information to any other person who may purchase or sell securities of STARBUCKS or otherwise violate such laws. COMPANY specifically acknowledges these obligations and agrees to be bound thereto. 8. EXCEPTIONS TO CONFIDENTIAL INFORMATION. Confidential Information shall not include any information which (a) was publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by the COMPANY; (c) was in COMPANY's possession prior to disclosure, as evidenced by COMPANY's written records, and was not the subject of an earlier confidential relationship with TAZO; (d) was rightfully acquired by COMPANY after disclosure by TAZO from a third party who was lawfully in possession of the information and was under no obligation to TAZO to maintain its confidentiality; (e) is independently developed by COMPANY's employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by the COMPANY pursuant to judicial order or other compulsion of law, provided that COMPANY shall provide to TAZO prompt notice of such order and comply with any protective order imposed on such disclosure. 9. RETURN OF CONFIDENTIAL INFORMATION. At any time requested by TAZO, COMPANY shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished. 10. DISCLAIMER OF OTHER RELATIONSHIPS. This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. 11. BREACH. If COMPANY breaches any term of this Agreement, TAZO shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys fees and costs of suit; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of TAZO's rights hereunder. 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of the federal and state courts of Multnomah County, Oregon, for purposes of any legal action arising out of this Agreement. 13. AMENDMENTS. This Agreement is made a part of and subject to the provisions of the parties' Distributorship Agreement to which it is attached and all previous agreements between the parties regarding the Confidential Information are superceded by that Agreement and cannot be canceled, assigned or modified except as provided therein. MASTER DISTRIBUTORS, INC. dba Atlantic Beverage Co. (Company Name) Signature /s/ [ILLEGIBLE] ----- Title Vice President ----- Address 8106 Stayton Dr. ----- Jessup, MD 20794 ----- Date ----- TAZO TEA COMPANY Signature /s/ Tom Clemente ----- Title V.P. of Sales ----- Address P.O. Box 66 ----- Portland, OR 97201 ----- Date 12/9/02 -----