

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

In connection with a proposed business relationship, Dream Dinners Inc., a Washington corporation ("Company") has disclosed to you confidential and proprietary, technical, trade, financial and business information related to the Company's business.

In consideration of any disclosure and any negotiation concerning the proposed business relationship, you agree as follows:

1. Definition. "Confidential Information" as used herein means any and all information, data or know-how, including, without limitation, information (written or oral) involving or relating to products, services, service and production techniques, finances, pricing, sales, designs, equipment, décor, layout, design, marketing, and/or methods or programs, about the Company's business. "Confidential Information" does not include information, data or know-how which (i) is in a party's possession (other than through or by means of prior disclosure from the other party) at the time of disclosure (as shown by files and records immediately prior to the time of disclosure); (ii) is or becomes part of the public knowledge, not as a result of any inaction or action of the party receiving such Confidential Information from or through the disclosing party; or (iii) is approved for release by the written prior authorization of the Company.

2. Nondisclosure. You will hold in confidence and not possess or use the Confidential Information furnished hereunder except for the sole purpose of evaluating a potential business relationship with the Company. You will require all of your representatives, employees and agents to whom such Confidential Information is disclosed to agree to the terms and conditions of this Agreement, and you and they will be jointly and severally responsible for any breach of the terms and conditions of this Agreement by your representatives, employees and agents to whom such Confidential Information is disclosed.

3. Return of Confidential Information. If you decide not to proceed with the proposed business relationship, or if asked by the Company, you will immediately return any materials or documents containing Confidential Information, along with all copies, in any form whatsoever, of such materials or documents. In addition, you agree to return any analysis, compilation, study, report, memorandum or other document or record prepared by you or your representatives which contains or otherwise reflects or is generated from the Confidential Information.

4. Non-Competition and Non-Solicitation. During the time you are evaluating a proposed business relationship with the Company, and if you decide not to proceed with a proposed business relationship with the Company, for a period of two (2) years thereafter, you will not:

(a) accept employment or engage in any activities competitive with products, services, technology, or projects (including actual or demonstrably anticipated research or development) of the Company and its subsidiaries;

(b) render services in any capacity other than on behalf of the Company to any person or business that engages in activities competitive with products, services, technology, or projects (including actual or demonstrably anticipated research or development) of the Company and its subsidiaries;

(c) induce, attempt to induce, or assist another to induce or attempt to induce any person employed by the Company, or its subsidiaries, to terminate his or her

employment with the Company, or its subsidiaries, or to work for any entity that engages in activities competitive with products, services, technology, or projects (including actual or demonstrably anticipated research or development) of the Company and its subsidiaries;

(d) contact any of the suppliers or customers of the Company or its subsidiaries for the purpose of soliciting orders or establishing relationships for any business enterprise that engages in activities competitive with products, services, technology, or projects (including actual or demonstrably anticipated research or development) of the Company, or its subsidiaries; or

(e) use any corporate or trading name, mark or style which may suggest a connection with the Company or its subsidiaries or which is similar to any corporate or trading name, mark or style used by the Company or its subsidiaries.

5. Survivability. The obligations (and enforcement remedies associated therewith) under this Agreement shall survive the expiration or termination of this Agreement.

6. Remedies. You agree that money damages will not be a sufficient remedy for any breach of this Agreement and that the Company shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach of this Agreement, in addition to all other remedies available at law or in equity. No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other right, power or privilege under this Agreement.

7. General Provisions.

a. This Agreement shall be governed by the laws of the State of Washington. The exclusive venue and jurisdiction for any dispute concerning this Agreement shall be in the Superior Court in and for the County of King in Seattle, Washington.

b. Should litigation arise concerning this Agreement, the prevailing party shall be entitled to its attorney's fees and court costs in addition to any other relief which may be awarded.

c. This Agreement shall be binding upon the parties hereto and upon their respective administrators, legal representatives, successors and assigns, provided that neither party may assign this Agreement without the prior written consent of the other party.

d. In the event any portion of this Agreement is determined by a court of competent jurisdiction to be null and void, the remaining terms of this Agreement shall remain in full force and effect without giving effect to such portion deemed to be void.

e. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

Print Name _____

Print Name _____

Dated_____

Date_____

Print Name_____

Print Name_____

Dated_____

Date_____

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