MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-disclosure Agreement (the "Agreement") is entered into on _____(Date) between Whole Foods Market Services, Inc., a Delaware corporation, ("Whole Foods Market") and _____[Name of Vendor], a _____[State of organization, type of entity] (the "Company").

Whole Foods Market and the Company may disclose Confidential Information (defined below) in connection with a potential or existing business relationship or transaction (the "Transaction").The parties desire to protect and maintain the confidentiality of all Confidential Information that they disclose (in any such case, the "Disclosing Party") to one another (in any such case, the "Receiving Party") and to prevent the unauthorized use of disclosure of such information.

ACCORDINGLY, for and in consideration of the disclosure of Confidential Information and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. "Confidential Information" shall mean information delivered to the Receiving Party or its agents by the Disclosing Party or its agents containing:

    a. any terms of any oral or written agreements (including this Agreement) between the parties to this Agreement;

    b. any terms of a business and commercial nature, such as: proposals, employee information, customer lists or information, marketing strategies, customer relationships, costs, pricing, profits, compensation, sales, product information (including, but not limited to manufacturer, brand and product selection/mix, purchasing and sales data; both product specific and aggregate), corporate plans, research and development activities and financial;

    c. any terms of a technical nature, such as methods, processes, formulas, know-how, compositions and computer software;

    d. any manuals, systems, documentation, reports, diagrams, correspondence, memoranda or other materials related to any of the items listed in (b) and (c) of this Section, whether developed by the Disclosing Party or the Receiving Party; and

    e. any information specifically identified as confidential by the Disclosing Party.

2. The Receiving Party shall not knowingly (either directly or indirectly) reveal or disclose the other party's Confidential Information to any other person or entity and shall treat all such Confidential Information received from the Disclosing Party as a trade secret proprietary in nature to the Disclosing Party and will safeguard the secrecy of the Confidential Information by following, at a minimum, commercially reasonable efforts or the same procedures used in safeguarding its own valuable confidential information and trade secrets, whichever provides greater protection. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the employees or agents of any entity which is controlled by, in control of, or under common control with the Receiving Party; provided however that the Receiving Party shall ensure that the entities or

persons receiving Confidential Information agree to maintain confidence to the same extent required by the Receiving Party.

3. The Receiving Party shall not sell, lease, license, seek to appropriate under the patent, trademark or copyright laws of any country, or otherwise commercially use the Confidential Information or distribute information regarding the relationship of the parties hereto, either directly or indirectly, unless express, prior authorization in writing is obtained from an officer of the Disclosing Party.

4. The Disclosing Party is entitled, in the event of any breach of this Agreement, to obtain a restraining order and/or injunction from any competent court of equity to enjoin and restrain the Receiving Party and its employees, agents or representatives from any disclosure of Confidential Information of the Disclosing Party. Such equitable remedies shall be in addition to and not in lieu of any other remedy the Disclosing Party may be entitled by law.

5. Nothing in this Agreement shall deprive the Receiving Party of the right to use or disclose any information:

   a. which is, at the time of disclosure, known to the trade or the public;

   b. which becomes at a later date known to the trade or the public through no fault of the Receiving Party and then only after such later date;

   c. which is possessed by the Receiving Party, as evidenced by the Receiving Party's written records, before receipt thereof from the Disclosing Party;

   d. which is disclosed to the Receiving Party in good faith by a third party who has an independent lawful right to such information with no similar obligation not to disclose; or

   e. which is required to be disclosed by law, or by any court or government agency or authority.

   If the Receiving Party is requested or required by law or by any court or governmental agency or authority to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with reasonable notice of such request or requirement prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such request or requirement or waive compliance with the provisions of this Agreement with respect to all or part of such request or requirement. The Receiving Party agrees to cooperate with the Disclosing Party in attempting to obtain, at the expense of the Disclosing Party, any protective relief that the Disclosing Party chooses to seek. If, after the Disclosing Party has had a reasonable opportunity to seek such relief, it fails to obtain such relief, and, in the opinion of counsel for the Receiving Party, the Receiving Party is legally compelled to disclose any of the Confidential Information to such court, agency, or authority, then Receiving Party may disclose that portion of the Confidential Information that Receiving Party's counsel advises that it is compelled to disclose.

6. Except pursuant to a definitive written agreement, if any, executed and delivered by and between both parties, specifying the terms and conditions of the Transaction, the

Receiving Party agrees that the Disclosing Party shall not (i) be deemed to make any representation or warranty as to the accuracy or completeness of any Confidential Information, (ii) have any liability to the Receiving Party resulting from the inaccuracy, incompleteness or use of any Confidential Information furnished to the Receiving Party, or (iii) have any obligation whatsoever to the Receiving Party with respect to the Transaction.

7. Neither party will disclose any information about the Transaction or any relationship between the parties without the written consent of the party.

8. If any provision of this Agreement is found to be invalid, illegal or unenforceable, it will be severed from the remainder of the Agreement, and the remainder of this Agreement will be enforced. This Agreement does not constitute the parties as partners, joint venturers or agents of each other, and neither party shall so represent itself.

9. Neither party may assign or transfer (by operation of law or otherwise) this Agreement without the prior written consent of the other party except that Whole Foods Market shall be entitled to assign or transfer this Agreement to a subsidiary or an affiliated entity of Whole Foods Market without the prior written consent of the Company.

10. The relationship of the parties and all claims arising out of or related to that relationship, including, but not limited to, the construction and interpretation of any written agreements, including this Agreement, are to be governed by the substantive laws of the State of Texas (without regard to conflicts of law principles). This Agreement is performable and enforceable in Travis County, Texas. The parties agree and consent to the jurisdiction of the state or federal courts located in Austin, Travis County, Texas and acknowledge that such courts shall constitute proper and convenient forums for the resolution of any actions between the parties with respect to the Agreement, and agree that, in such case, these courts shall be the sole and exclusive forums for the resolution of any actions between the parties with respect to the Agreement. The parties hereby waive any right to a jury trial under any applicable law including Texas law.

11. This Agreement, including any exhibits and attachments, supersedes all prior agreements between the parties and is the only agreement between them, either oral or in writing, relating to the matters addressed in it. This Agreement may be amended only by a written amendment specifically referring to this Agreement and the intent to amend or modify, and signed by both parties. No delay or omission by either party in the exercise of any right or remedy shall impair such right or remedy or be construed to be a waiver thereof.

12. Whenever either party is required or permitted to give notice to the other party, such notice shall be deemed given when delivered in hand, or when mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed as follows:

    In the case of Whole Foods Market:

    Whole Foods Market Services, Inc.
    550 Bowie Street
    Austin, Texas 78703
    Attention: General Counsel

In the case of the Company:
[Name of Vendor]_____
[Street Address]_____
[City, State Zip]_____
[Attention:]_____

13. Nothing in this Agreement shall be construed as granting or implying any intellectual property right of any kind; nor construed as granting or implying any right or duty to enter into any contract for the Transaction, or to otherwise purchase any products or services from the other or to require either party to disclose any particular information to the other. The obligations of the parties incurred herein shall terminate three (3) years after the termination of any contract entered into between the parties (if any) or from the date hereof, whichever is later. Upon request by the Disclosing Party, the Receiving Party shall either destroy or return to the Disclosing Party all Confidential Information (including all electronic or hard copies) in its possession and the Receiving Party shall certify in writing to the Disclosing Party that such return or destruction by the Receiving Party has occurred in accordance with the Disclosing Party's instructions.

14. This Agreement may be executed in multiple counterparts. Any signature delivered by electronic mail or facsimile will be treated as an original.

Whole Foods Market Services, Inc., a Delaware Corporation

By: _____

Name: Edmund Lamacchia

Title: VP, Global Purchasing-Perishables

_____
[Name of Company, State of Organization, Type of Entity]

By: _____

Name: _____

Title: _____