PUBLIX SUPER MARKETS, INC.

STANDARD NON-DISCLOSURE AGREEMENT

This STANDARD NON-DISCLOSURE AGREEMENT (the “Agreement”), is entered into by ______________________________, having its principal place of business at ______________________________ (together with its subsidiaries and affiliates referred to below as “Vendor”).

IN CONSIDERATION OF the covenants and agreements set forth below, Vendor, intending to be legally bound, hereby agrees to the following:

PUBLIX INFORMATION

Vendor acknowledges and agrees, that in connection with the business relationships it has or may in the future have with Publix Super Markets, Inc. (referred to hereinafter as “Publix”), Publix may have provided or allowed access to, and may in the future provide or allow access to, data and information with respect to Publix and its affiliates, Publix's operations and the operation of Publix's affiliates, and/or data and information which has been provided to Publix and/or its affiliates on a confidential basis by other third parties, in each case being data that has not been publicly disclosed and is not a matter of common knowledge. Such data and information may include, without limitation, data and information that reveals the process, technology or know-how by which Publix's existing and/or future products, services, applications and methods of operation are developed, manufactured, conducted and operated and the means and methods of marketing such products, services, applications and methods of operations, and financial data and information relating to such products, services, applications and methods of operation (collectively and as to individual components thereof, the "Publix Information").

Vendor acknowledges and agrees that some or all of the property that constitutes Publix Information may not be a trade secret or qualify for protection under copyright or patent law, but Vendor nevertheless acknowledges the property rights of Publix and its affiliates in the Publix Information without regard to whether the Publix Information is or may be subject to protection under any federal or state copyright, patent, trade secret or other laws, it being the specific intent of Vendor that the provisions of this Agreement are to be in addition to any protection, right or remedy otherwise provided by law or available in equity.

CONFIDENTIALITY COVENANTS

Vendor shall not, and each of its affiliates, including the agents, partners, directors and officers thereof shall not, without the prior written consent of Publix, at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Publix Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the Publix Information other than in connection with the business transactions entered into or engaged in by and between Publix and Vendor, unless Vendor can clearly and convincingly demonstrate that such information falls within any of the following categories:

- information already known to or otherwise in the possession of Vendor or any of its affiliates prior to the time of disclosure by Publix or by Publix's affiliates or which is independently and lawfully discovered after the date hereof by Vendor or its affiliates without the aid, application or use of the Publix Information;
- information publicly available or otherwise in the public domain through no fault or action by Vendor or its affiliates;
- information rightfully obtained after the date hereof by Vendor or its affiliates from any third party which is lawfully in possession of such information and which is provided by such third party without violating any
contractual or legal obligation of such third party to Publix or to any of Publix's affiliates with respect to such information; or

information disclosed without restriction pursuant to judicial action or governmental regulation or other requirements by Vendor, or any of its affiliates; provided Vendor has notified Publix prior to such disclosure and reasonably cooperates with Publix in the event Publix elects to legally contest and avoid such disclosure.

Vendor shall disclose or give access to the Publix Information only to partners, principals, agents, contractors or employees of Vendor (and/or its affiliates) ("Vendor personnel") having a need to know in connection with the investigation of and, where applicable, carrying out of the business relationships between Publix and Vendor, and only for use in connection therewith. Vendor will advise all Vendor personnel having access to Publix Information of the confidential and proprietary nature thereof. Vendor shall maintain policies and procedures with respect to the receipt and disclosure of confidential or proprietary information, such as the Publix information, that require its employees to maintain and protect the confidentiality of such confidential or proprietary information.

Vendor acknowledges its understanding that certain of the Publix Information to which it has, or may in the future have, access represents data and information that has been provided, or may in the future be provided, to Publix by third parties subject to certain independent non-disclosure and/or confidentiality covenants and/or agreements. In addition to, and not in limitation of, any of the other obligations of Vendor and its affiliates arising hereunder, Vendor shall, and each of its affiliates shall, treat such third party information as if it were Publix Information hereunder.

DEFINITION OF AFFILIATES

For purposes of this agreement, "affiliates" shall mean corporations, partnerships, joint ventures and entities controlling, controlled by or under common control of such party.

RETURN OF PROPERTY

Upon Publix's request, Vendor shall destroy or return to Publix any and all information and data supplied by Publix to Vendor and any and all documents and other materials obtained by Vendor from Publix in connection with the business relationships between them and their respective affiliates and shall destroy or return to Publix all records, files, equipment, models, drawings, photographs, writings and other papers and things in Vendor's possession, custody or control or in the possession, custody and control of any Vendor's affiliates, including any and all copies thereof to the extent supplied to Vendor by Publix.

MISCELLANEOUS PROVISIONS

AMENDMENT

This Agreement may only be amended by an instrument in writing signed by both Publix and Vendor.

ASSIGNMENT

Vendor shall not assign this Agreement, in whole or in part without the prior written consent of Publix, with such consent not to be unreasonably withheld or delayed.

ATTORNEY'S FEES

In connection with any legal proceeding brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' and paralegal's fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in appeals, administrative proceedings, or in mediation or arbitration.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida.
HEADINGS

Headings in this Agreement are for reference only.

NO THIRD PARTY BENEFICIARIES

There are no intended or unintended third party beneficiaries to this Agreement.

NOTICE

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

If to Publix: With copy to:
Post Office Box 407 or Post Office Box 407
3300 Publix Corporate Parkway
Lakeland, FL 33802-0407 Lakeland, FL 33802-0407
Attention: ____________________________ Attention: General Counsel

If to _________________________________: With copy to:
____________________________________ _______________________________________
____________________________________ _______________________________________
____________________________________ _______________________________________

Attention: _________________________ Attention:

or to such other address as either Vendor or Publix may have specified in writing to the other using the procedures specified above in this section.

Vendor and Publix shall have the right to rely on the last known address of the other. Any correctly addressed notice to the last known address of the other party that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

PARTIES BOUND

This Agreement shall be binding upon Vendor and its respective successors, heirs, personal representatives and assigns.

PUBLICITY

Vendor shall not disclose to any person the existence or terms of this Agreement, and shall not identify Publix as a customer of Vendor or use of any of Publix’s trademarks or logos, without the prior written consent of Publix.
SEVERABILITY

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction; it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and shall then be binding on Vendor. The remaining provisions of this Agreement shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

VENUE

Venue of any legal proceeding shall be in the state or federal courts of Florida.

WAIVER

Publix’s failure to enforce at any time, or for any period of time, one or more of the terms or conditions of this Agreement shall not be a waiver of such term or condition or of Publix’s rights thereafter to enforce each and every term and condition of this Agreement.

VENDOR NAME: ____________________

By: ______________________________

Full entity name (including Inc. or LLC)

An authorized representative

Name: ______________________________

Title: ______________________________

Date: ________________