

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into as of the last date of execution identified on the last page of this Agreement, by and between Kimberly Husted, the Chapter 7 Trustee for the Bankruptcy Estate of Trong Nguyen (Case No. 16-21659-D-7) (hereinafter “Trustee” or “Seller”) and \_\_\_\_\_ (hereinafter “Potential Purchaser”), with reference to the following facts:

### RECITALS

A. On March 17, 2016 (“Petition Date”), Trong Dinh Nguyen (“Debtor”) filed his voluntary petition for relief under Chapter 7 of the Bankruptcy Code, initiating the above captioned bankruptcy case (“Bankruptcy Case”). [Docket No. 1]. At the same time, Debtor also filed Schedules (“Schedules”) and a Statement of Financial Affairs (“SOFA”) with the petition for relief. [Docket No. 1].

B. Mr. John Roberts was subsequently appointed as the Chapter 7 Trustee for the Bankruptcy Case. On June 15, 2018, Mr. Roberts retired and Ms. Kimberly Husted was appointed as the new Chapter 7 Trustee. Ms. Husted is acting solely in her capacity as a trustee and not as an individual.

C. One of the assets identified in the Debtor’s schedules is a seventy percent (70%) ownership interest in World of Good Tastes, Inc (a California Corporation). According to the Debtor and records provided by the Debtor, World of Good Tastes owns one hundred percent (100%) of another corporation, Capricorn Coffee (a California Corporation).

D. In connection with the potential sale (the “Sale”) of the Debtor’s ownership interest in World of Good Tastes or a potential sale of Capricorn Coffee, Inc, separate and apart from World of Good Tastes, (“Assets”), the Trustee will provide Potential Purchaser with certain confidential information, documents, or materials relating to World of Good Tastes, Inc.’s finances and operations, including information that may constitute personally identifiable information (“PII”), for purpose of allowing Potential Purchaser to evaluate the finances and operations and make a potential offer to purchase one or more of the Assets. The Trustee is providing documents prepared by third-parties associated with World of Good Tastes, Inc. or based upon information provided by third-parties associated with World of Good Tastes, Inc. and therefore, the Trustee makes no representations or warranties of any kind as to the information contained in the documents.

E. Potential Purchaser has agreed with the Trustee, for valuable consideration, to keep the Confidential Information (as defined below) confidential and not to disclose the same, or any part or portion thereof to any person except as otherwise provided herein.

**THEREFORE**, the parties agree as follows:

1. **Deposit.** At the time that Potential Purchaser delivers an executed Agreement to the Trustee, Potential Purchaser shall pay Five Thousand Dollars and Zero Cents

(\$5,000.00) to the Trustee as a refundable deposit (“Deposit”). The Deposit must be made by means of a Cashier’s Check made payable to **Kimberly Husted, Chapter 7 Trustee** for the **Bankruptcy Estate of Trong Nguyen** and mailed to the Trustee at **11230 Gold Express Drive, Ste. 310-411, Gold River, California 95670**.

**2. Refund of Deposit.** If, prior to making an offer to purchase the Assets, Potential Purchaser determines that he/she/it no longer wishes to make an offer to purchase the Assets, Potential Purchaser must provide written notice to the Trustee ([kh7trustee@gmail.com](mailto:kh7trustee@gmail.com)) and her counsel of record, Christopher Hughes ([Chughes@Nossaman.com](mailto:Chughes@Nossaman.com)). Said written notice must include a valid physical address where checks may be mailed. Within ten (10) business days of receiving said written notice that Potential Purchaser is no longer interested in making an offer to purchase the Assets, including an offer to overbid a sales price at a hearing on the motion to approve sale, Trustee will refund the \$5,000 deposit to Potential Purchaser. In the event that Potential Purchaser becomes the successful buyer of the Assets, as approved by an order by the Bankruptcy Court, the Deposit will be credited to the final purchase price for the Assets. In the event that Potential Purchaser does not become the successful buyer of the Assets, as approved by an order by the Bankruptcy Court, the Deposit will be timely refunded to Potential Purchaser.

**3. Method for Production of Confidential Information.** Potential Purchaser must provide Trustee with one (1) email address by which Potential Purchaser can receive an invitation to join a “Sharefile” account. Within three (3) business days of Trustee’s receipt of an executed Agreement, the Deposit, and a valid email address for the Potential Purchaser, Trustee will grant Potential Purchaser access to view documents on the Sharefile. Access to download documents on the Sharefile will be provided to Potential Purchaser at the Trustee’s discretion.

**4. Confidential Information.** “Confidential Information” as used herein will be deemed used in the most comprehensive and broadest sense, and shall encompass all materials, documents, and information provided by the Trustee and contained on the Sharefile, including all information contained on any document uploaded to the Sharefile.

**5. Nondisclosure.** Potential Purchaser agrees that the Confidential Information will be used solely for purposes of determining whether to make an offer to purchase the Assets, and that all information contained therein will be kept confidential by Potential Purchaser, and will be kept and handled in strict compliance with law, including but not limited to the requirements with respect to constitute personally identifiable information (“PII”). Potential Purchaser must advise all of its representatives to whom the Confidential Information is disclosed of Potential Purchaser’s obligations under this Agreement and must take all reasonable steps to insure that such persons or entities to whom disclosure is made are advised of the confidentiality thereof and have agreed, for the benefit of the Trustee to be bound by confidentiality provisions similar to those set forth in this Agreement. Potential Purchaser agrees that he/she/it shall protect the confidentiality of and avoid disclosure or use of the Confidential Information, except (a) as permitted in writing by the Trustee, and (b) for disclosure to Potential Purchaser’s representatives who need to know such information for purposes of assessing whether Potential Purchaser will make an offer to purchase the Assets. In complying with its obligations herein, Potential Purchaser shall exercise at least the same degree of care to safeguard the Confidential Information received from the Trustee as it would use if the

Confidential Information were its own confidential information, but not less than the degree of care necessary to assure compliance with this Agreement.

6. **Return of Materials.** If Potential Purchaser determines that he/she/it does not intend to make an offer to purchase the Assets, or if another party other than Potential Purchaser enters into an agreement to purchase the Assets, or upon request of Trustee for any reason, Potential Purchaser must promptly redeliver all written Confidential Information received from the Trustee, and all documents, memoranda, notes and other writings whatsoever prepared by Potential Purchaser or any of its representatives based on the information in any of the Confidential Information received from the Trustee must be destroyed. The Trustee will also revoke Potential Purchaser's access to the documents contained on the Sharefile.

7. **Indemnification.** Potential Purchaser must protect, defend, indemnify and hold harmless Trustee from and against any claim, loss, liability, or cause of action arising from or in connection with disclosure or use of any Confidential Information by Potential Purchaser or any of Potential Purchaser's representatives other than as authorized in this Agreement.

8. **Injunctive Relief.** Potential Purchaser acknowledges that any breach of this Agreement will cause irreparable damage to the Trustee or the Bankruptcy Estate which may be difficult to measure, and that in addition to all other remedies which may be available, the Trustee will have the right to injunctive or other appropriate relief to restrain such breach without showing or proving actual damages.

9. **Miscellaneous.** This Agreement is binding upon and for the benefit of the parties, their successors, assigns and affiliates, provided that the right to receive and use the Confidential Information may not be assigned. It is expressly understood and agreed by the parties hereto that the obligations hereunder will survive the return of materials as set forth above and the termination, expiration, or rescission of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by the laws of the State of California. Separate copies of this Agreement may be executed by the parties hereto, with the same effect as though all of the parties had signed the same copy of this Agreement.

10. **Attorneys' Fees.** In the event suit is brought to enforce this Agreement, the prevailing party shall recover, as additional costs, reasonable attorneys' fees and experts' fees and costs as determined by the court.

11. **Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

\*\* SIGNATURE PAGE FOLLOWS \*\*

**IN WITNESS WHEREOF**, this Confidentiality and Nondisclosure Agreement has been executed on behalf of the parties hereto as of the date first above written.

Date: \_\_\_\_\_

CHAPTER 7 TRUSTEE

By: \_\_\_\_\_  
Kimberly Husted, Chapter 7 Trustee for the  
Bankruptcy Estate of Trong Nguyen

Date: \_\_\_\_\_

POTENTIAL PURCHASER

By: \_\_\_\_\_

Name:

\_\_\_\_\_

Company (if applicable):

\_\_\_\_\_