



**Restaurant Mutual**

**Confidentiality Agreement**

THIS MUTUAL CONFIDENTIALITY AGREEMENT is made and entered into as of [SPECIFY DATE OF ENACTMENT OF THE AGREEMENT], between [SPECIFY COMPLETE NAME OF DISCLOSING PARTY] with its principal offices at [SPECIFY COMPLETE ADDRESS OF RESTAURANT COMPANY]

(“Disclosing Party”) and [SPECIFY COMPLETE NAME OF RECEIVING PARTY] located at [SPECIFY

COMPLETE ADDRESS OF RECEIVING PARTY] to prevent the unapproved divulgement of Confidential Information as characterized underneath. The parties consent to go into a confidential relationship concerning the revelation of certain exclusive and private data.

WHEREAS, Disclosing Party and the Receiving Party have an enthusiasm for taking part in exchanges wherein either Party may impart data to the other that the Disclosing Party considers to be restrictive and classified to itself; and

WHEREAS, the parties concur that Confidential Information of a party may incorporate, however not be constrained to that party's:

(1) Strategies for success, techniques, and practices;

(2) Faculty, clients, and providers;

(3) Creations, forms, strategies, items, patent applications, and other exclusive rights; or

(4) Determinations, illustrations, portrays, models, tests, devices, PC programs, specialized data, or other related data;

**Confidential Information.** Confidential Information implies any data revealed by either party to the next party either specifically or by implication, in composing, orally, or by investigation of unmistakable items (counting without restriction records, models, tests, plant and gear), regardless of whether assigned as "Private", "Exclusive" or some comparable assignment. Confidential Information may likewise incorporate data unveiled to a revealing gathering by outsiders. Confidential Information should not, in any case, incorporate any data which:

(1) Was openly known and made by and large accessible in people in general area preceding the time of divulgence by the Disclosing Party;

(2) Turns out to be freely known and made by and large accessible after revelation by the Disclosing Party to the Receiving Party through no activity or inaction of the getting party;

(3) Is as of now lawfully in the ownership of the Receiving Party at the time of disclosure by the Disclosing Party as appeared by the Receiving Party's documents and records quickly preceding the time of revelation;

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(4) Is gotten by the Receiving Party from a third party without a breach of such third party's commitments of confidentiality;

(5) Is freely created by the Receiving Party without utilization of or reference to the Disclosing Party's Confidential Information, as appears by records and other able proof in the accepting party's ownership; or

(6) Is required by law to be unveiled by the Receiving Party, gave that the Receiving Party gives the Disclosing Party invite composed notice of such prerequisite before such exposure and help with acquiring a request - if fundamental - shielding the data from open disclosure.

**Assurance of Confidential Information.** The Receiving Party comprehends and recognizes that the classified data has been produced or acquired by the Disclosing Party by the venture of noteworthy time, exertion and cost, and that the secret data is an important, exceptional and one of a kind resource of the Disclosing Party which gives the Disclosing Party a huge upper hand, and should be shielded from inappropriate divulgence. In thought for the receipt by the Receiving Party of the secret data, the Receiving Party concurs as takes after:

1. Unapproved Use. The Receiving Party shall expeditiously prompt the Disclosing Party if the Receiving Party winds up plainly mindful of any conceivable unapproved exposure or utilization of the secret data.
2. No Disclosure.The Receiving Party will hold the private data in certainty and won't unveil the secret data to any individual or entity without the earlier written notice of the Disclosing Party.
3. Application to Employees.The Receiving Party shall not uncover any private data to any representatives of the Receiving Party, aside from those workers who are required to have the secret data keeping in mind to perform their play out their job duties regarding the restricted reasons for this understanding each allowed representative to whom classified data is revealed should consent to a shared classification arrangement significantly the same as agreement at the demand of the Disclosing Party.
4. No Copying / Modifying. The Receiving Party will not copy or modify any confidential information without the prior written consent of the owner.

**Exclusions from Confidential Information.** Receiving Party's commitments under this Agreement don't stretch out to data that is: (an) openly known at the time of disclosure or accordingly turns out to be freely known through no blame of the Receiving Party; (b) found or made by the Receiving Party before exposure by Disclosing Party; (c) learned by the Receiving Party through genuine means other than from the Disclosing Party or Disclosing Party's agents; or (d) is revealed by Receiving Party with Disclosing Party's earlier composed endorsement.

**Returning of Information.** Upon the demand of the Disclosing Party, the Receiving Party must return to the Disclosing Party any archives or materials starting from the Disclosing Party and disclosed under this understanding, including any reports or materials containing or exemplifying private data, and embraces not to keep any duplicates, notes or records of such data in any shape but to the degree required by any pertinent laws.

**No Obligation.** Nothing in this should commit either party to continue with any exchange among them, and each party holds the right, in its sole attentiveness, to end the talks pondered by this Agreement concerning the business opportunity.

**Exclusive Rights.** The Receiving Party acquires no exclusive privileges of any sort to any classified data because of a disclosure to it under this agreement.

**Term.** The commitments of each Receiving Party hereunder should make due until the point when such time as all confidential information of the other party revealed hereunder turns out to be freely known and made by and large accessible through no activity or inaction of the Receiving Party.

**Remedies.** The Receiving Party recognizes and concurs that financial damages would be a deficient solution for break of this agreement and that, notwithstanding some other cure accessible, the Disclosing Party is qualified for injunctive relief to keep a rupture of this understanding and to urge particular execution of this understanding.

**No Warranty.** All secret data are given. Each gathering makes no guarantees, express, inferred or something else, with respect to its exactness, fulfilment or execution.

**Applicable Laws.** This agreement is administered by the laws of [SPECIFY STATE OR COUNTRY WHERE THE BUSINESS OPERATIONS LOCATED]. The parties submit to the purview of the courts and any courts which may hear claims from those courts.

**Entire Agreement.** This agreement contains the whole of the agreement between the parties regarding their mutual obligations of confidentiality.

**Severability.** In the event that a court finds any arrangement of this Agreement invalid or unenforceable, the rest of this Agreement should be translated so as best to impact the plan of the parties.

**Amendment.** This Agreement communicates the total comprehension of the parties regarding the topic and supersedes every earlier proposition, agreement, portrayals, and understandings. This Agreement may not be changed aside from in a writing marked by the two parties.

This Agreement and each party's commitments should tie on the delegates, assignees, and successors of such party. Each party has consented to this arrangement through its approved agent.

**DISCLOSING PARTY:**

[ADD SIGNATURE]

[SPECIFY COMPLETE NAME OF DISCLOSING PARTY]

[ADD POSITION OF DISCLOSING PARTY]

[ADD DATE HERE]

**RECEIVING PARTY:**

[ADD SIGNATURE]

[SPECIFY COMPLETE NAME OF RECEIVING PARTY]

[ADD POSITION OF RECEIVING PARTY]

[ADD DATE HERE]