This **CONFIDENTIALITY AGREEMENT** (herein referred to as “Agreement”) is made and entered into as of this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_ by and between the **Maple Leaf Diner** (herein referred to as the “Company”) and

(herein referred as “Recipient”).

**WHEREAS**, the Recipient is interested in being associated with the Company’s business and desires to learn about, participate in and be exposed to the Company’s services and non-public information in pursuit of a business relationship and/or the consummation of a transaction between the Recipient and the Company.

**WHEREAS**, the Recipient agrees that they will be in receipt of confidential information created, designed, gathered, ordered by and conceived by the Company or prepared by a third party such as a client, attorney, partner, employee, representative, for the Company’s business purposes.

**WHEREAS**, the Recipient agrees that the dissemination of such information to any other party could cause significant harm to the Company.

**WHEREAS**, the Company is willing to disclose information to the Recipient subject to the conditions and terms hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient hereby agrees as follows:

**1. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, Confidential Information shall mean all Company information both written and oral, involving strategic and development plans, financial statements, products and services, financial condition, pricing data, business plans, co-developer identities, data, business records, customer lists, project records, correspondence, market reports, employee lists and employee information, suppliers and vendor lists, recipes, formulas, business manuals, policies and procedures, ideas, concepts, systems, practices, methods, techniques, processes, studies, technologies, inventions, discoveries or theory and all other information which may be disclosed by the Company or to which the Recipient may be provided access by the Company or others in accordance with this Agreement, or which is generated as a result of or in connection with the Company’s business purposes which is generally not made available to the public.

**2. RECIPIENT’S OBLIGATIONS**

Recipient promises and agrees to hold the Confidential Information including any such information developed by Recipient for the Company in confidence.

**Recipient further promises and agrees**

1. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure and not disclose same to any person or entity other than employees or agents of Recipient who need to know the Confidential Information and in those instances only to the extent justifiable by that need,
2. not to use any of the Confidential Information except for the business purposes of the Company,
3. not to, directly or indirectly reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information for any purpose whatsoever except as specifically authorized by the Company in accordance with this Agreement,
4. to keep record of the Confidential Information furnished by the Company and its location and to return upon request of the Company, all Confidential Information received in written or tangible form, including copies or reproductions within ten (10) days of such request.
5. that in the event the Recipient becomes legally compelled by deposition, interrogation, subpoena, civil investigative demand or similar process to disclose any of the information, the Recipient so compelled shall provide the Company with prompt prior written notice of such requirement so the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that the Company does not obtain Protective Order, the Recipient agrees to furnish only the portion of the Confidential Information, which it is advised by written opinion of counsel is legally required.
6. that Recipient shall have no right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the Company. The Agreement and Recipient’s obligations hereunder shall be binding on Representatives, permitted assigns, and successors of Recipient and shall inure to the benefit of the representatives, assigns and successors of the Company.

**3. EXCEPTIONS**

The confidentiality obligations hereunder shall not apply to

1. information which is, or later becomes lawfully obtainable from other non-confidential sources,
2. information that was known to Recipient prior to the disclosure thereof by Company to Recipient; as evidenced by written records,
3. information that the Company waives the Recipient’s duty as to the confidentiality in writing.

**4. NO RIGHT TO CONFIDENTIAL INFORMATION**

Recipient hereby agrees and acknowledges that no license, either express or implied, is hereby granted to Recipient by the Company to use any of the Confidential Information and that all Confidential Information, even if created by Recipient shall be the exclusive property of the Company and the Recipient has no right or title thereto. Company makes no representation or warranty as to the accuracy or completeness of the Confidential Information and Recipient agrees that Company and its employees and agents shall have no liability to Recipient resulting from any use of the Confidential Information.

**5. INDEMNIFICATION**

Recipient agrees to indemnity and hold harmless the Company and its officers, directors, shareholders, employees and agents from and against any and all losses, damages, claims, liabilities, expenses, joint or several incurred or suffered by the Company as a result of Recipient’s breach of this Agreement.

**6. RETURN OF CONFIDENTIAL INFORMATION**

In further consideration of the disclosure to be made by the Company, Recipient agrees to promptly redeliver to the Company upon request and without relieving Recipient of any obligation of confidentiality all written material containing or reflecting any Confidential Information (including all copies, extracts or other reproductions) and further agrees that the Company shall have not liability to Recipient resulting from use of the Confidential Information. Upon request, Recipient shall certify to Company that it has returned all of the Confidential Information.

**7. OBLIGATIONS**

Nothing in this Agreement shall impose any obligation upon either party to consummate a transaction, to enter into any discussion or negotiations with respect thereto, or to take any other action not expressly agreed to herein. Neither party shall have any obligation to the other for any action such other party may take or refrain from taking based on or otherwise attributable to any information (whether or not constituting Confidential Information) furnished to such other party hereunder.

**8. NO PUBLICITY**

Neither party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that give rise to this Confidentiality Agreement or the discussions or negotiations covered by this Confidentiality Agreement without the prior written consent of the other party.

**9. REMEDIES**

Recipient hereby agrees that the Confidential Information referenced herein are of a unique character and that the breach of this Agreement would cause the Company irreparable harm which cannot be reasonably or adequately compensated for in damages in an action at law. Therefore, the Company shall be entitled to injunctive relief for such breach with the requirement that a bond be posted in addition to any other rights or remedies Company may have at law or in equity.

**10. LEGAL FEES**

If any action or law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, expert witness fees and other costs in addition to any other entitled relief.

**11. NO IMPLIED WAIVER**

Company’s failure to insist in any one or more instances upon strict performance of the terms of this Agreement shall not be construed as a waiver of any subsequent breach or right. The failure of the Company to take action at the earliest possible time to redress any such breach or to exercise any right shall not deprive the Company of the right to take action at any subsequent time.

**12. SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**13. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

**14. TERM AND TERMINATION**

This agreement is deemed legally binding when signed by the Recipient but shall be effective as of the date that the Recipient first acquired knowledge of any information and shall expire five (5) years from such date.

**15. BINDING EFFECT**

This Confidentiality Agreement shall inure to the benefit of the respective parties, their legal representatives, successors and assigns.

**16. CONSTRUCTION**

If any provision of this Confidentiality Agreement is illegal or unenforceable, its invalidity shall not affect the other provision of this Confidentiality Agreement that can be given effect without the invalid provision. If any provision of this Confidentiality Agreement does not comply with any law, ordinance or regulation, such provision to the extent possible shall be interpreted in such a manner to comply with such law, ordinance or regulation, or if such interpretation is not possible, it shall be deemed to satisfy the minimum requirements thereof.

**17. ENTIRE AGREEMENT**

This Confidentiality Agreement represents the entire agreement between the parties with respect to the subject matter contained herein.

Recipient’s obligations with respect to the Confidential Information hereunder shall continue in full force and effect until further written notice from Company.

IN WITNESS THEREOF, the undersigned parties have hereby executed this Agreement through their duty-authorized representatives as of the date first written above.

Recipient: Company:

Signature: Signature:

Name: Name

Title: Title: