

This RESTAURANT MUTUAL NON-DISCLOSURE AGREEMENT, herein referred to as the “Agreement” is entered into and effectively executed this [SPECIFY DATE] by and between: 

[SPECIFY PARTY I], which is a domestic corporation doing business under the laws of [SPECIFY STATE] and is primarily engaging in the business of [SPECIFY PRINCIPAL BUSINESS OF PARTY I], herein referred to as “Party I”

AND

[SPECIFY PARTY II], which is a domestic corporation doing business under the laws of [SPECIFY STATE] and is primarily engaging in the business of [SPECIFY PRINCIPAL BUSINESS OF PARTY II], herein referred to as “Party II”.

**RECITALS**

WHEREAS, the undersigned parties objectively aim to build a progressive business relationship with regard to [SPECIFY THE PRINCIPAL BUSINESS ENGAGEMENT OF THE PARTIES];

WHEREAS, the undersigned parties fully understand that protecting their intellectual properties is as important and significant with making profits per se;

WHEREAS, the undersigned parties executed this Agreement to evidence their mutual agreement to preserve the integrity of any and all confidential information that they may disclose to one another in the course of engaging in diversified business transactions;

WHEREAS, [SPECIFY OTHER PERTINENT AND SIGNIFICANT WHEREAS CLAUSES PERTAINING TO CONFIDENTIALITY];

WHEREAS, [SPECIFY OTHER PERTINENT AND SIGNIFICANT WHEREAS CLAUSES PERTAINING TO CONFIDENTIALITY];

NOW, THEREFORE, in consideration of the foregoing objectives and mutual declarations, the undersigned parties uphold and agree to the following terms and conditions:

[4412 Roosevelt Street, San Francisco, CA 94114]

[+1 415 359 1127 | hello@gourmet.com]

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1. **DEFINITION OF TERMS**

1.1 For legal purposes, the undersigned parties made the following list of terms with their corresponding agreed definitions:

1. [SPECIFY TERM (ex. confidential information, proprietary, software, database, resource and etc.)] means as [SPECIFY DEFINITION], as specified under this Agreement;
2. [SPECIFY TERM (ex. confidential information, proprietary, software, database, resource and etc.)] means as [SPECIFY DEFINITION], as specified under this Agreement;

1.2 Under the terms and conditions of this Agreement, the following terms and/or objects do not constitute as confidential information:

1. [SPECIFY THE AGREED EXCEPTIONS (ex. Those objects and resources that are exclusively and independently made and developed by a party under this Agreement)];
2. [SPECIFY THE AGREED EXCEPTIONS (ex. Those objects and resources that are exclusively and independently made and developed by a party under this Agreement)];
3. **DUTIES AND OBLIGATIONS**

2.1 As specified under this Agreement, [PARTY I] fully understands and agrees to comply with the following duties and obligations as the receiver of the [SPECIFY SUBJECT OF THE AGREEMENT]:

1. [SPECIFY THE DUTIES OF PARTY I (ex. Duty to preserve and protect the information, duty not to use, duty not to transfer or assign them to third persons, duty to preserve such information with utmost diligence and confidence and etc.)];
2. [SPECIFY THE DUTIES OF PARTY I (ex. Duty to preserve and protect the information, duty not to use, duty not to transfer or assign them to third persons, duty to preserve such information with utmost diligence and confidence and etc.)];

2.2 [PARTY II] fully understands and agrees to comply with the following duties and obligations as the receiver of the [SPECIFY SUBJECT OF THE AGREEMENT]:

1. [SPECIFY THE DUTIES OF PARTY I (ex. Duty to preserve and protect the information, duty not to assign the disclosed information, duty to provide adequate information to Party I pertaining to the use and how-toss of such resources and etc. )];
2. [SPECIFY THE DUTIES OF PARTY I (ex. Duty to preserve and protect the information, duty not to assign the disclosed information, duty to provide adequate information to Party I pertaining to the use and how-toss of such resources and etc. )];
3. **AUTHORIZED DISCLOSURES**

3.1 Generally, any and all things, materials, and resources that were considered as or containing confidential information cannot be disclosed to third persons other than the undersigned parties subject to the prescribed rules stipulated under section 3.3. Notwithstanding such rule, the undersigned agreed to the following authorized disclosures:

1. [SPECIFY THE ACTS AND ENGAGEMENTS THAT ARE CONSIDERED AS AUTHORIZED DISCLOSURES (ex. Emergency cases, imminent danger to the property of the undersigned parties, obligation to disclose as ordered by a competent court, if provided under the law and etc.)];
2. [SPECIFY THE ACTS AND ENGAGEMENTS THAT ARE CONSIDERED AS AUTHORIZED DISCLOSURES (ex. Emergency cases, imminent danger to the property of the undersigned parties, obligation to disclose as ordered by a competent court, if provided under the law and etc.)];

3.2 In line with the preceding section, only authorized persons or employees of the company are authorized to access the described confidential information and documents. The said list of authorized persons or employees is as follows:

1. [SPECIFY THE LIST OF AUTHORIZED PERSONS/EMPLOYEES (director, executive manager, managers, supervisor, and other authorized employees ];
2. [SPECIFY THE LIST OF AUTHORIZED PERSONS/EMPLOYEES (director, executive manager, managers, supervisor, and other authorized employees ];

3.3 In any and all cases, the party who owns the subject confidential information must be notified beforehand of the said disclosure. The notice must be executed and delivered to the other party in accordance with the following procedures:

1. [SPECIFY THE PROCEDURES AGREED BY THE PARTIES PERTAINING TO THE PROCEDURES FOR A VALID NOTIFICATION (ex. period/time, form, content, and other required documents)];
2. [SPECIFY THE PROCEDURES AGREED BY THE PARTIES PERTAINING TO THE PROCEDURES FOR A VALID NOTIFICATION (ex. period/time, form, content, and other required documents)];
3. **USE OF CONFIDENTIAL INFORMATION**

4.1 Nothing in this Agreement authorizes any of the undersigned parties to utilize and use the disclosed confidential information for purposes that are not mentioned and indicated in the [SPECIFY THE PRINCIPAL AGREEMENT ENTERED INTO BY THE PARTIES (lease agreement, sale, partnership, and etc.)].

4.2 In accordance with [SPECIFY SECTION OR PROVISION IN THE AGREEMENT STATING THE PURPOSE OF THE SUBJECT CONFIDENTIAL INFORMATION], the undersigned parties agree to use the said properties in relation to the following purposes and objectives:

1. [SPECIFY OBJECTIVES/PURPOSES];
2. [SPECIFY OBJECTIVES/PURPOSES];
3. **RETURN OF RESOURCES**

5.1. In the event that PARTY I sends and makes a demand in writing addressed to PARTY B asking for the return of the resources and documents which contain confidential information, the latter shall immediately adhere and comply with such request within [SPECIFY AGREED PERIOD].

5.2 The party obliged to return the specified confidential information shall return to the requesting party all the requested resources including its accessory materials such as

1. [SPECIFY THE ACCESSORIES/ OTHER MATERIALS WHICH ARE UNDER THE POSSESSION OF THE OTHER PARTY (ex. Training manuals, guides, fact sheets, and etc.)];
2. [SPECIFY THE ACCESSORIES/ OTHER MATERIALS WHICH ARE UNDER THE POSSESSION OF THE OTHER PARTY (ex. Training manuals, guides, fact sheets, and etc.)];
3. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

6.1 The undersigned parties fully understand and agree that the terms and conditions provided herein does not transfer or vest ownership of the subject confidential information to the party possessing the same for a certain period and purpose.

6.2 Any and all confidential information are exclusively owned by the party who originally owns them, notwithstanding the act or acts of disclosure.

1. **TERMS OF WARRANTIES**

7.1 [Party I] makes the following warranties:

[SPECIFY THE WARRANTIES MADE BY PARTY I];

[SPECIFY THE WARRANTIES MADE BY PARTY I];

7.2 [Party II] makes the following warranties:

[SPECIFY THE WARRANTIES MADE BY PARTY II];

[SPECIFY THE WARRANTIES MADE BY PARTY I];

7.3 In line with the preceding sections, the undersigned parties are prohibited from engaging on any of the following acts or business affairs that can defeat the purpose of this Agreement:

1. [SPECIFY THE PROHIBITED ACTS (ex. Disclosing confidential information to the direct and indirect competitors and other acts that can prejudice the business interests and reputation of the undersigned parties)];
2. [SPECIFY THE PROHIBITED ACTS (ex. Disclosing confidential information to the direct and indirect competitors and other acts that can prejudice the business interests and reputation of the undersigned parties)];
3. **TERM OF THE AGREEMENT**

This Agreement will be effectively enforced and implemented on [SPECIFY DATE]. Notwithstanding the termination of [SPECIFY THE PRIOR AGREEMENT ENTERED INTO BY THE PARTIES], the terms and conditions of this Agreement will survive such termination. The undersigned parties agree to adhere and comply with the terms of this Agreement beyond the contractual term, but shall not exceed [SPECIFY PERIOD].

1. **REMEDIES**

9.1 In the event that any of the undersigned parties engage in activities and transactions that tantamount to a breach or violation of the terms and conditions of this Agreement, the innocent party can make use of legal remedies to prevent monetary damages that may arise from the said breach, including but not limited to the following:

1. [SPECIFY LEGAL REMEDIES THAT THE PARTY MAY INVOKE (ex. Injunctive relief)];

1. [SPECIFY LEGAL REMEDIES THAT THE PARTY MAY INVOKE (ex. Injunctive relief)];
2. **GENERAL PROVISIONS**

THIRD PARTIES

This Agreement is binding between the parties. Third persons are not bound by this Agreement, unless otherwise agreed by the said parties or as provided under the law.

NO IMPLIED WAIVER

In the event that one of the undersigned parties does not enforce a certain obligation provided under this Agreement, the said circumstance does not tantamount to an implied waiver on the other party’s end. The latter may still demand the performance of the said obligation as specified by the terms and conditions of this Agreement.

ENTIRE AGREEMENT

The terms and conditions of this Agreement will be construed as a whole. In the event that there are apparent conflicting provisions, the undersigned parties agree to construe them in a manner that will support the purpose of this Agreement, unless otherwise provided by law, morals, public policy, and public order.

Furthermore, the implementation of this Agreement expressly supersedes the prior agreements entered into by the undersigned parties that can negate or render nugatory the terms and conditions of the said Agreement.

GOVERNING LAW

The operation of this Agreement is governed by the laws of [SPECIFY STATE]. Particularly, the Agreement was drafted in reference to the following laws and government regulations:

1. [SPECIFY LAWS AND GOVERNMENT REGULATIONS (ex. Commercial Code, Intellectual Property Code, and etc.)];
2. [SPECIFY LAWS AND GOVERNMENT REGULATIONS (ex. Commercial Code, Intellectual Property Code, and etc.)];

IN WITNESS WHEREOF, the undersigned parties adhere and agree with the foregoing terms and conditions. This [SPECIFY DATE], the parties or their respective authorized representatives affix their signatures.

[SPECIFY FULL NAME OF PARTY I]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]

[SPECIFY FULL NAME OF PARTY’S LAWYER]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]

[SPECIFY FULL NAME OF PARTY II]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]

[SPECIFY FULL NAME OF PARTY LAWYER]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]