



Non-Disclosure Confidentiality, Non-Compete, Non-Dealing, Non-Solicitation, and Non-Circumvention Agreement

This NON DISCLOSURE CONFIDENTIALITY, NON COMPETE, NON DEALING, NON SOLICITATION, AND NON CIRCUMVENTION AGREEMENT is entered into as of _____ 201__ (the "Effective Date") and governs the disclosure of information by and between WXYZ Restaurant Group, LLC with offices located at 4600 Madison Ave., Ste. 360; Kansas City, Missouri, and

Name(s): _____

Company: _____

Address: _____

State, City, Zip Code: _____

1. As used herein, "Confidential Information" shall mean any and all technical and non-technical information for the purpose of evaluating a business relationship together disclosed under this Agreement by a party hereto (the "Disclosing Party") to the other party hereto (the "Recipient"), including but not limited to information regarding (a) patent and patent applications, (b) trade secrets, (c) logo or trademarks, and (d) proprietary information—ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the Disclosing Party's current, future, and proposed products and services, and including, without limitation, Disclosing Party's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party provides regarding third parties. All information should reasonably be considered Confidential Information in light of the facts and circumstances surrounding disclosure, notwithstanding the exceptions noted in Section 4 below.
2. The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than evaluating, pursuing, and/or establishing a business relationship with the Disclosing Party. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
3. The Recipient shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure of any Confidential Information.
4. The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient; (b) it entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient; (e) it was developed by employees or agents of the Recipient who had no access to any information communicated to the Recipient; or (f) the communication was in response to a valid order by a court or other governmental body, and Recipient provided the Disclosing Party with prior

written notice of such disclosure in order to permit Disclosing Party to seek confidential treatment of such information.

5. Upon termination or expiration of the Agreement, or upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.

6. The Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing Party.

8. This Agreement shall terminate one (1) year after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns. The Recipient's obligations with respect to all Confidential Information shall be terminated only pursuant to Section 4.

9. This Agreement shall be governed by and construed in accordance with the laws of Missouri without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in Jackson County, Missouri, and the parties hereby consent to the personal jurisdiction and venue of these courts.

10. This Agreement constitutes the sole understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to this Agreement.

11. The Recipient hereby agrees that breach of this Agreement will cause the Disclosing Party irreparable damage for which recovery of damages would be inadequate, and that the Disclosing Party shall therefore be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

12. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Disclosing Party.

14. The Recipient shall not export, directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

15. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth in this Agreement or such other address as either party may specify in writing.

16. The Recipient acknowledges that Disclosing Party's programs contain valuable confidential information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any

programs contained in the Confidential Information unless otherwise permitted in writing by the Disclosing Party.

17. While this Agreement is in effect and for a period of two (2) years after termination of this Agreement, Receiving Party agrees not to use Confidential Information of the Disclosing Party for the purpose of performing the same or similar services as those performed by the Disclosing Party, without the prior express written consent of the Disclosing Party.

18. While this Agreement is in effect and for a period of two (2) years after termination of this Agreement, Receiving Party agrees not to use Confidential Information of the Disclosing Party to provide services to any current customers and/or dealing with Disclosing Party's suppliers for the purpose of performing the same or similar services as those performed by the Disclosing Party, without the prior express written consent of the Disclosing Party.

19. While this Agreement is in effect and for a period of two (2) years after termination of this Agreement, Receiving Party agrees not to market to any current customers any products without the prior express written consent of the Disclosing Party.

20. This Agreement may be executed in counterparts and faxed copies may serve as originals.

21. Commissions, fees, equity, and/or profits to each of the undersigned parties in consideration for cooperation in developing a transaction may be in an amount agreed upon in writing and incorporated for all purposes by reference into this document. Such writings may be for a one-time transaction or there may be additional writings for other transactions, each of which shall stand on its own and become for all purposes a part of this document.

22. This Agreement shall inure to the benefit of each party's successors and assigns and shall be binding on the undersigned, their successors, transferees, heirs, executors, administrators and assigns for a period of not less than two (2) years from the date of the last signature affixed hereon and shall renew automatically in two (2) year increments from the last date of closing for any last transaction which develops directly or indirectly as a result of the exchange of Confidential Information between the parties hereto.

23. Any dispute or controversy involving this Agreement shall be settled by mediation in accordance with the rules of the American Arbitration Association, with the negotiations to take place at a time and date scheduled by agreement of the parties, with the location being agreed to be near Kansas City, Missouri. Should any matter proceed to litigation, the undersigned parties, their associates, third party beneficiaries to this Agreement and all other interested parties to this Agreement all agree to have the laws of Missouri apply and jurisdiction and venue to be in Jackson County, Kansas City, Missouri. Reasonable attorney's fees and other reasonable expenses incurred in enforcing any rights or remedies are agreed to be awarded to the prevailing party on each issue litigated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date first written above.

Company:

By: _____

Print Name: _____

Title: _____

Date _____

Signed sealed and delivered before me this
this _____ day of _____, 201().

Company:



By:

Print Name: _____

Title: Managing Partner

Date _____

Signed sealed and delivered before me this
_____ day of _____, 201().