

Date: 5/18/2021 - BizBen Posting: #250475 - Indian Restaurant In Santa Clara County

Contact: Ahmad Rismanchi at 510-938-1855 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: rismanchiahmad@yahoo.com.

Your email subject to Ahmad Rismanchi should read: NDA For Your Indian Restaurant In Santa Clara County.

Your Name: _____ Your Phone: _____ Your Email: _____

Date:

NDA for:

Directions: Please print out and fill out

Return to the following:

Email: rismanchiahmad@yahoo.com

Or Fax: Ahmad Rismanchi at (510) 623-6979

Any Concerns? Call Ahmad Rismanchi

Realty Experts
41051 Mission Blvd
Fremont CA 94539
PHONE (510) 938-1855

NONDISCLOSURE AGREEMENT

Recital

- A. The parties desire to engage in discussions and possibly a business relationship which may, from time to time, require the disclosure and exchange of valuable proprietary, confidential and trade secret information of each party.
- B. The parties desire to define their mutual rights and obligations with respect to certain information disclosed to the other party.

Agreement

1. Confidential Information

For a period of five (5) years from the date hereof, each party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will keep such Confidential Information in confidence and will not disclose it to anyone without the Disclosing Party's prior written consent, other than to its employees who need to know the Confidential Information for the purposes for which it was disclosed. The receiving party will not use the Confidential Information, or permit others to use it, for any purposes of this Agreement, "Confidential Information" means any information that the Disclosing Party supplies to Receiving Party about the Disclosing Party's computer programs, research, technology, existing or future products, customers, business plans, financial information and other proprietary or confidential information which is marked or otherwise identified as confidential or proprietary at or near the time of disclosure.

2. Authorized Disclosure

If the disclosing Party authorizes the Receiving Party to disclose its Confidential Information to someone other than the Receiving Party's own employees, the Receiving Party will take all necessary action to ensure that the Confidential Information is kept confidential, including, but not limited to, requiring that the recipient agrees to be bound by this agreement. This includes disclosures that are made by the Receiving Party to consultants, agents and to any parent or affiliate company.

3. Exceptions

Confidential Information will not include and this Agreement will not apply to: a) information that was in the Receiving Party's lawful possession before it was disclosed, without confidentiality restrictions; b) information that the Receiving Party obtains from a third party on an unrestricted basis without breach of this agreement or breach of any other obligation of confidentiality by the Receiving Party or the third party; c) Information independently developed by the Receiving Party without any use of Confidential Information; or d) information which the Receiving Party is required to disclose by any court order or government action, provided that the Receiving Party gives the Disclosing Party advance notice of such order of action and cooperates with the Disclosing Party to limit the scope of the required disclosure.

4. No License

All Confidential Information will remain the Disclosing Party's property. This agreement does not grant the Receiving Party an express or implied license, or an option on a license, under or to any patent, copyright, proprietary right, products or Confidential Information of the Disclosing Party.

5. Return of Confidential Information

When either party requests and, in any event, when the business dealings between the parties that required the disclosure are concluded, the Receiving Party will return promptly to the disclosing Party all tangible material relating to Confidential Information. This includes material the Disclosing Party supplies as well as material the Receiving Party created.

6. Remedies

Each party in its capacity as a Receiving Party acknowledges that unauthorized disclosure or use of the Confidential Information of the Disclosing Party could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party shall have the right, in addition to its other agreement by the Receiving Party. The prevailing party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees, court costs and expenses incurred in such action.

7. Miscellaneous

This Agreement is the entire agreement between the parties relating to Confidential Information. Neither party may assign all or any part of this Agreement. Subject to this restriction, this Agreement is binding on and for the benefit of each party and their respective successors and assigns. This Agreement will survive and remain in full force and effect even if the parties end the business dealings giving rise to it. This Agreement shall be governed by the laws of the State of California without reference to its choice of law principles.

Agreed and accepted this _____ Day of _____ By: _____

Print Name: _____ Phone: _____ Fax: _____

Company: _____ Address: _____