



Amore Mio Caffe

NON – DISCLOSURE AGREEMENT

This Non- Disclosure Agreement (this “Agreement”) is made and entered into as of the last date set forth below, by and between **Amore Mio Caffe** a India, Based Private limited liability company Registered under Company Act. Registered office at situated at _____, and _____

WHEREAS, Receiving Party desires an opportunity to review **Amore Mio Caffe** Confidential Information as set forth herein solely for the purpose analysing and exploring the possible franchisee operation of **Amore Mio Caffe** in _____. On the condition that receiving Party provides proper safeguards to protect **Amore Mio Caffe** Information.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement hereinafter set forth and intending to be legally bound. Amore Mio Caffe and Receiving Party (each, a “Party” and, collectively, the “Parties”) hereby agree as follows:

- 1. Definition of Confidential Information.** The term “Confidential Information” includes all information, software, and data furnished by Amore Mio Caffe or any one or more of its affiliates to Receiving Party, whether in oral, written, graphic or machine- readable form, including but not limited to, the information identified as confidential by Amore Mio Caffe and material relating to image, sound, documentation, designs, improvements, formulae, discoveries, inventions, concepts, ideas, scientific or other technical information and procedures, legal, financial or business affairs, markets, products, key personal, suppliers, customers, developments for the business of Amore Mio Caffe other information possessed by Amore Mio Caffe which is not readily available to the public, and all copies of the foregoing. Notwithstanding the foregoing, Confidential Information shall not be information which: (I) has entered the public domain through no action or failure to act of Receiving Party; (II) prior to disclosure hereunder was already lawfully in Receiving Party’s possession without any obligation of confidentiality; or (III) subsequent to disclosure hereunder is obtained by Receiving Party on a no confidential basis from third party who has the right to disclose such information to Receiving Party.
- 2. Non- Disclosure.** Receiving Party agrees to: (i) use reasonable care in protecting the Confidential Information; (ii) not to copy, publish, show, or disclose the Confidential Information to any third parties except to receiving Party’s directors, employees, agents or representatives who have a need to know for the Purpose, and (iii) to return Confidential Information to Amore Mio Caffe in accordance with Section 5. Receiving Party shall store the Confidential Information only in



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secure places. Receiving Party shall be responsible for any use or disclosure of Confidential Information by any of its defectors, employees, agents or representatives. Receiving Party will not show or otherwise disclose the contents of the Confidential information to any third parties, except to Receiving party's directors, employees, agents or representatives, without Amore Mio Caffè written consent, unless ordered to be otherwise required to be disclosed by Receiving Party by a court of law or other government body provided, however, that Amore Mio Caffè is notified of such order requirement and given a reasonable opportunity to obtain any necessary protective orders.

3. **Removal of Notice.** Receiving Party shall not remove any copyright, trade mark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Amore Mio Caffè.
4. **Use of Confidential Information.** The Confidential Information shall be used by Receiving Party solely for the Purpose defined in this agreement. Receiving Party shall not use the confidential Information for its own benefit other than for the Purpose, nor make the Confidential Information available for use by, or use it for benefit of, any other party, whether or not for consideration. RECEIVING PARTY ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION IS RECEIVED "AS IS" FOR EVALUATION PURPOSES ONLY AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE EXCEPT AS SET FORTH IN WRITING BY Amore Mio Caffè. Amore Mio Caffè makes no representations or warranties as to be the accuracy, completeness, condition, suitability of performance of the Confidential information, and Amore Mio Caffè shall have no liability whatsoever to Receiving Party resulting from its use of the Confidential Information. Receiving Party shall not attempt to reverse-engineer or reverse compile the binary or object code version of any software provided by Amore Mio Caffè under this Agreement.
5. **Return of Confidential information.** Receiving Party shall destroy or return to Amore Mio Caffè, at Amore Mio Caffè sole option, all Confidential Information that Receiving Party processes, regardless of whether the Confidential Information is in written graphic or machine-readable form upon the earlier of: (i) completion of receiving Party's review; or (ii) within twenty-four (24) hours of the request of Amore Mio Caffè.
6. **Trademarks and Trade names.** Receiving Party shall not apply or otherwise attempt to register any of Amore Mio Caffè trademarks or trade names in any country, or otherwise challenge in any way Amore Mio Caffè ownership or registration of any Amore Mio Caffè trademarks or trade names.



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- 7. Injunctive Relief.** Receiving Party acknowledges that Amore Mio Caffe will be irreparably harmed if receiving party's obligations under this Agreement are not specifically enforced and that Amore Mio Caffe would not have an adequate remedy at law in the event of an actual or threatened violation by receiving Party of its obligations. Therefore, receiving party agrees that Amore Mio Caffe shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Receiving Party or its employee's agents without the necessity of Amore Mio Caffe showing actual damages or that monetary damage would not afford an adequate remedy.
- 8. Proprietary Rights.** Unless otherwise specified, all use of the Confidential Information, and all write-ups, notes, materials, or products developed or prepared for Amore Mio Caffe by Receiving Party, pertaining to the Confidential information is the property of Amore Mio Caffe and all title and interest therein shall vest in Amore Mio Caffe and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, or such works may not be considered works made for hire, Receiving Party hereby transfers, grants, conveys, assigns and relinquishes exclusively Amore Mio Caffe all of Receiving Party's right, title and interest in and to such materials under patent, copyright, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law. All such materials shall belong exclusively to Amore Mio Caffe, with Amore Mio Caffe having the right to obtain and to hold in its own name, all copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions, renewals and derivative works thereof.
- 9. No Obligation to Disclose.** Nothing contained in this Agreement shall be construed as requiring Amore Mio Caffe to disclose any confidential Information to Receiving Party. Any such disclosure shall be made in Amore Mio Caffe sole discretion.
- 10. Reservation of Rights.** All rights not expressly granted by this Agreement are retained by Amore Mio Caffe. Each party reconstructed as granting any rights to a Receiving Party, by license or otherwise to use any of the Amore Mio Caffe Confidential Information except as specified in this Agreement.
- 11. General.**

 - 11.1 No Assignment.** This Agreement may not be assigned by Receiving Party without the Amore Mio Caffe written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement and its right and obligations there under to any company or other



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entity which acquires all or substantially all of its assets, or to its successor in interest in any merger or consolidation.

- 11.2 Public Announcement. Amore Mio Caffe and Receiving party undertake, commit and agree not to make any public announcements or disclosure regarding the subject matter of this Agreement or the Purpose without the prior written consent of the other Party.
- 11.3 Press and Media. Amore Mio Caffe and Receiving Party agree not to be comment the press or other media on any matters relating to the business (es) or business operations of the other Party or to identify itself as affiliated with the other Party without the prior written consent of the other Party. Amore Mio Caffe and Receiving Party agree to refer to the other Party's Board of Directors or other representative identified by the Party, all telephone calls, messages, queries and other communications from the press or other media pertaining to matters concerning the order Party. Amore Mio Caffe and Receiving Party further agree to refrain from inviting any member of the press or other media as a reported to any event the other Party hosts, holds or sponsors.
- 11.4 Governing Law and Venue. This Agreement shall be governed by and constructed in accordance with the laws of the land India without reference the principles of conflict of laws. Except for action seeking injunctive relief (which may be brought in any appropriate jurisdictions) suit under this Agreement shall only be brought in a court of competent jurisdiction in India. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibly litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives nay right it may have to assert the doctrine of forum non convenience or similar doctrine or to venue with respect to any proceeding brought in accordance with this Section.
- 11.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.
- 11.6 Survival. The provision of Sections 2 through 11, inclusive, of this Agreement shall survive termination of this Agreement.
- 11.7 No Joint Venture. The parties hereto agree that this Agreement is for the purpose of protecting Amore Mio Caffe Confidential Information only. This



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Agreement is not a joint venture or other such business arrangement; and any agreement between the Parties as to any existing or future business activities is or will be set forth in other or subsequent written agreements, respectively.

11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

11.9 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreement or understandings. This Agreement shall not be modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by Their duly authorized representatives with full rights, power and authority to enter into and perform this Agreement.

Amore Mio Caffe:

Receiving Party:

BY: _____

Name: _____

Name _____

(Please print)

(Please print)

Title: _____

Title: _____

Date: _____

Date: _____