

# CONFIDENTIALITY AGREEMENT

RECIPIENT: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

This Agreement is entered into between Pizza Bell Hop, LLC having an address at 8634 Central Avenue Northeast, Blaine, Minnesota, USA, 55434 ("DISCLOSER") and \_\_\_\_\_, having an address at \_\_\_\_\_ ("RECIPIENT").

## Witnesseth

WHEREAS, DISCLOSER possesses valuable proprietary information relating to a retractable load-bearing cover, ("CONFIDENTIAL INFORMATION");

WHEREAS, RECIPIENT desires to evaluate such CONFIDENTIAL INFORMATION for the purpose of determining whether RECIPIENT wishes to pursue a business arrangement with DISCLOSER; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, RECIPIENT and DISCLOSER hereby agree as follows:

1. As used herein, CONFIDENTIAL INFORMATION shall mean all information written or verbal, including, but not limited to, business, financial and technical information, data, product designs, drawings, samples, inventions, know-how, and ideas relating to the CONFIDENTIAL INFORMATION, disclosed by DISCLOSER to RECIPIENT in oral communications, written documents, memoranda, reports, correspondence, drawings, or other media, or in computer software and programs.

2. RECIPIENT shall treat as confidential and secret all CONFIDENTIAL INFORMATION which has been or may hereafter be disclosed, directly or indirectly, to RECIPIENT, either orally, in writing or through inspection. RECIPIENT shall use CONFIDENTIAL INFORMATION received only to the extent necessary to determine whether to enter into a business arrangement with DISCLOSER. RECIPIENT shall not disclose to anyone any CONFIDENTIAL INFORMATION received, and shall use not less than a reasonable degree of care to prevent the disclosure of the CONFIDENTIAL INFORMATION to others.

3. Notwithstanding the above, RECIPIENT may disclose such CONFIDENTIAL INFORMATION to its agents, but only to the extent that these individuals have a need to know about such CONFIDENTIAL INFORMATION in order to achieve the purposes of this AGREEMENT, and only upon prior written consent by DISCLOSER. Such individuals described in this paragraph shall have agreed in writing not to use or disclose the CONFIDENTIAL INFORMATION in any way inconsistent with this AGREEMENT prior to disclosure of such CONFIDENTIAL INFORMATION to such individuals.

4. Nothing in this AGREEMENT is intended to grant or transfer any rights under any patent, copyright, or any other rights in or to the CONFIDENTIAL INFORMATION, except the limited right to review such CONFIDENTIAL INFORMATION solely for the purpose of determining whether to enter into a business arrangement with DISCLOSER.

5. RECIPIENT acknowledges that DISCLOSER will be irreparably injured if RECIPIENT violates the nondisclosure or non-use obligations of this AGREEMENT, and that DISCLOSER would be entitled to a court order enjoining any such violation.

6. All CONFIDENTIAL INFORMATION shall remain DISCLOSER'S property, and shall be returned to DISCLOSER at its request, together with all copies, replicas, or duplicates thereof within five (5) days of such a request.

7. This AGREEMENT shall be interpreted according to the laws of the State of Minnesota.

**DISCLOSER:**

**RECIPIENT:**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

Company: Pizza Bell Hop, LLC.

Company: \_\_\_\_\_

Dated: \_\_\_\_\_