

Menchie's

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is entered into on _____, by and between Menchie's Group, Inc. ("MGI"), Menchie's Global Headquarters ("MGHQ") and Menchie's ("All Disclosing Party") and _____ ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below) of the Disclosing Party which may be disclosed to the Receiving Party for the purpose of pursuing the establishment of a business relationship or negotiating any contract or agreement between the Disclosing Party and the Receiving Party.

For purposes of this Agreement, Confidential Information shall mean all information relating to Disclosing Party, all information of a proprietary, technical or business nature, including , but not limited to, know-how, trade secrets, business plans, data, processes, techniques, source codes, object codes, software and software codes, information regarding the Disclosing Party's technology, equipment, products, research, customer information, vendor information, inventions, discoveries, formulae, and business, marketing, sales, technical scientific, financial or other information.

In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall protect the Confidential Information by using no less than the same degree of care, and no less than a reasonable degree of care, as the Receiving Party uses to protect its own similar Confidential Information of like importance.
2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.
3. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with the Disclosing Party. Receiving Party shall provide Disclosing Party with the name and address of each party to whom Confidential Information is provided. Before disclosing any Confidential Party to anyone who is not named herein as a Receiving Party, or its named authorized agent, the prior written consent of Disclosing Party shall be required. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information under the foregoing sentence that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

4. The Receiving Party shall take all necessary action to protect the confidentiality of the

Confidential Information, except for its disclosure under preceding paragraph 3, and agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

5. This Agreement shall continue in full force and effect 12 months from the date of the agreement, except that the Receiving Party's described obligations shall not extend to any of the Confidential Information that the Receiving Party can demonstrate was in the public domain on the date of this Agreement.

6. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

7. The Receiving Party shall return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information immediately upon the written request of the Disclosing Party.

8. This Agreement and the Receiving Party's described obligations shall be binding on the representatives, assigns and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to the reasonable attorneys' fees.

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

Menchie's Group, Inc. ("MGI")

Menchie's Global Headquarters ("MGHQ")

Menchie's

By _____

Its _____

Receiving Party:

By _____

Its _____