

# DISHCLOSURE PILOT PROGRAM AGREEMENT

**Effective Date:** \_\_\_\_\_

**Restaurant Legal Business Name:** \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

**Restaurant Address:** \_\_\_\_\_

This Pilot Program Agreement (“**Agreement**”) is entered into as of the Effective Date listed above between Dishclosure Inc. (“**Dishclosure**”), a Delaware corporation, and the restaurant identified below (“**Restaurant**”) for its use and participation in the pilot program of Dishclosure's ingredient transparency and allergen disclosure platform (“**Platform**”).

## 1. License and Use

Dishclosure grants Restaurant a non-exclusive, non-transferable license to use during the pilot program period from \_\_\_\_\_ to \_\_\_\_\_ (“**Term**”). Restaurant authorizes Dishclosure to integrate with its systems as needed and agrees to cooperate.

## 2. Pilot Terms

- **Cost:** As a benefit of participating in the pilot program, the license cost is free of charge
- **Termination:** Either party may terminate with 7 days of written notice
- **No Warranties:** PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES

## 3. Data Ownership

- **Restaurant Data:** Restaurant owns its operational data, including recipes, ingredient costs, supplier info, and business strategies
- **Diner Data:** Dishclosure owns diner data generated on its platform (dietary preferences, allergen info, search behavior)
- **Aggregated Data:** Dishclosure may use aggregated, anonymized data for product development

## 4. Intellectual Property

Dishclosure retains full ownership of its technology platform, software, algorithms, and all related intellectual property developed for the ingredient transparency system. Restaurant cannot reverse engineer, use for competitive purposes, share credentials, or interfere with operations. Restaurant maintains ownership of its existing assets including proprietary recipes, menu designs,

supplier information, and brand trademarks. Any feedback, suggestions, or input provided by the Restaurant about the Platform becomes Dishclosure's property to use freely for product development and improvements.

## **5. Confidentiality**

Both parties keep each other's confidential info private, including recipes and proprietary technology. Dishclosure will delete Restaurant Data upon written request within 30 days. Confidentiality lasts 3 years after termination.

## **6. Marketing**

Restaurant grants Dishclosure the right to identify Restaurant as a "pilot partner" in marketing materials, press releases, and website content unless Restaurant opts out in writing within thirty (30) days of signing this Agreement. Restaurant may withdraw from marketing participation at any time by providing written notice to [legal@thedishclosure.com](mailto:legal@thedishclosure.com). Dishclosure may use Restaurant's name, logo, and general business information for marketing purposes. Any specific testimonials, detailed case studies, or quotes require Restaurant's separate written approval before use.

## **7. Liability**

Neither party is liable for indirect or consequential damages. Dishclosure's total liability shall not exceed the lesser of \$1,000 or total fees paid by Restaurant in the six months preceding the claim.

## **8. General Provisions**

This agreement follows Delaware law. It contains all terms both parties agreed to, replacing any previous discussions. Changes must be written and signed by both parties - verbal agreements don't count. Neither party can transfer their rights to someone else without written permission. If one part of this agreement becomes invalid, the rest remains enforceable and binding on both parties.

**Contact:** [legal@thedishclosure.com](mailto:legal@thedishclosure.com)

### **DISHCLOSURE INC.**

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

### **RESTAURANT**

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_