CONFIDENTIALITY AGREEMENT Franchise Enquirer and Rajbhog Franchsie Corp

THIS CONFIDENTIALITY E AGREEMENT (the "Agreement") is effective	as of this	_ day of	(the
"Effective Date"), by and between (Franchise Enquirer)	(Insert	Nmae/s),	residing at
whose principal place of business is		with reg	gard to the
following facts:			

WHEREAS, each party to this Agreement possesses confidential and/or proprietary information and trade secrets related to technology and business activities, including, but not limited to, business outlooks, revenue, pricing, formulas, data, trade secrets, customer/client information, inventions, techniques, product designs, strategies and/or third party confidential information (the "Information"), and

WHEREAS, each party in possession of Information (the "RAJBHOG FRANCHISE CORP") desires to disclose some of the Information to the other party (the "FRANCHISE ENQUIRER") subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

Permitted Use. The Receiving Party shall handle, use and treat Information as follows: (a) hold all Information received from the Disclosing Party in confidence, using the same standard of care it uses to protect its own Information of like kind, but never less than reasonable care; (b) use Information only for the purpose (the "Purpose") of (i) evaluating the possibility of forming a business relationship or other commercial arrangement between the parties concerning Information, and (ii) if and when such relationship is formed by a written agreement, furthering the Purpose and intent expressly stated in such written agreement; (c) reproduce Information only to the extent necessary for such Purpose; (d) restrict disclosure of Information to its employees with a need to know and with whom the Receiving Party has a currently executed non-disclosure agreement with terms that are no less restrictive than the terms of this Agreement (and advise such employees of the obligations assumed herein); and (e) not disclose Information to any affiliate or third party, including, but not limited to, any manufacturer or independent contractor, without prior written approval of the Disclosing Party. Should the Disclosing Party provide written approval for disclosure of Information to an affiliate or third party, such disclosure shall be restricted only to those affiliates or third parties with a need to know and with whom the Receiving Party has a currently executed non-disclosure agreement with terms that are no less restrictive than the terms of this Agreement (and advise such affiliates or third parties of the obligations assumed herein).

The restrictions on the Franchise Enquirer use and disclosure of Information as set forth above shall not apply to any Information and can demonstrate as stated below

- i. As enquirer, sole purpose is to seek access the information to decide whether to apply for Franchises. And information will not be used for any other purpose, if used the as principal company have rights to process legally against Franchises enquirer
- ii. is or has become generally available to the public without breach of this Agreement by the Franchise Enquirer; or
- 2. <u>Designation</u>. Information shall be subject to the restrictions of Section 1 if it is in writing or other tangible form and clearly marked as proprietary or confidential when disclosed to Franchise Enquirer or, if not disclosed in a tangible form, if clearly identified as confidential or proprietary at the time of disclosure or by the very nature of the disclosure itself is clearly evident as confidential. The parties agree to use reasonable efforts to summarize the content of oral disclosures which are proprietary or

confidential but failure to provide such summary shall not affect the nature of the Information disclosed if such Information was identified as confidential or proprietary when orally disclosed.

- 3. <u>No License or Representations.</u> No license to a party of any trademark, patent, copyright, mask work protection right or any other intellectual property right is either granted or implied by this Agreement or any disclosure hereunder, including, but not limited to, any license to make, use or sell any product embodying any Information. No representation, warranty or other assurance is made by the Disclosing Party that Information is adequate, sufficient or free from defect, or is free from any infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights or other rights of third persons.
- 4. <u>No Obligation.</u> Neither this Agreement nor the disclosure or receipt of Information shall be construed as creating any obligation of a party to furnish Information to the other party or to enter into any agreement or relationship with the other party with respect to mutual business.
- 5. <u>Return of Information.</u> All Information shall remain the sole property of the Disclosing Party which originally disclosed such Information, and all materials containing such Information (including all copies made by the Receiving Party) shall be returned to the Disclosing Party or destroyed immediately upon termination or expiration of this Agreement, or upon Receiving Party's determination that it no longer has a need for such Information. Upon request of the Disclosing Party, the Receiving Party shall certify in writing that all materials containing such Information (including all copies thereof) have been returned to the Disclosing Party or destroyed.
- 6. <u>Injunctive Relief.</u> The parties agree that any unauthorized use of Information in violation of this Agreement will cause the Rajbhog Franchise Corp Irreparable injury for which it would have no adequate remedy at law. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting any further violation of this Agreement, in addition to any other rights and remedies available to such Rajbhog Franchise Corp
- 7. <u>Attorney's Fees.</u> In the event either party shall bring any action to enforce or protect any of its rights under this Agreement, the prevailing party shall be entitled to recover, in addition to its damages, its reasonable attorney's fees and costs incurred in connection therewith.
- 8. <u>Notice</u>. Franchise enquirer will not rely on information provided by us in deciding whether to apply for none of our franchises without first obtaining independent financial and legal advice .
- 9. <u>Governing Law and Forum.</u> This Agreement shall be governed in all respects solely and exclusively by the laws of the State of Florida, U.S.A., without regard to conflict of laws principles. Any litigation filed with respect to this Agreement shall be filed in the appropriate court
- 10. <u>Miscellaneous.</u> This Agreement constitutes the entire understanding among the parties hereto as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of the parties by its authorized officer or representative. No party may assign or transfer, in whole or part, any of its rights, obligations or duties under this Agreement. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such party's right thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- 11. <u>Counterparts and Facsimile Delivery.</u> This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be Confidentiality Agreement Rajbhog Franchise Corp. November, 2018/V3

deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. Each party agrees that delivery of the Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

Executed as a Deed; behalf of Rajbhog Franchise Corp.

By Pankaj Kumar

Signature Date 12/04/18

Agreement, Acknowledgement and Declaration by signing below:

I agree, as the Franchise Enquirer to be bound by the terms of the above Confidentiality Agreement; I acknowledge that;

- 1. Rajbhog Franchise Corp. will or may rely upon the information in the form when deciding whether to accept an application I may later make for a Rajbhog Franchise Corp. Franchise.
- 2. Rajbhog Franchise Corp. may decline to accept any application I may later make for a Rajbhog Franchise Corp. franchise without giving reasons for their decision.
- 3. In completing and returning this form, neither Rajbhog Franchise Corp. nor its agents are under any obligation to me whatsoever except that they must treat all the information I have supplied in the strictest confidence; and

I declare that all the information supplied in this form is true, correct and complete.

Signature	Date Signed
Print Name	
Witness	Date Signed
Print Name	