



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Confidentiality Agreement (“**Agreement**”) is entered into and effective as of the last date of execution below (the “**Effective Date**”) by and between **Menusifu, Inc.** (“**Menusifu**”) and the party named below (“**Company**”). Each of Menusifu and Company is referred to as a “**Party**”, and collectively the “**Parties**”.

1. Business Purpose. Subject to the terms of this Agreement, the Parties wish to disclose to each other Confidential Information (as defined below) related to the evaluation of Menusifu services and related discussions concerning potential business relationship between the Parties (“**Business Purpose**”).

2. Definition of Confidential Information. “**Confidential Information**” means any and all confidential information received by a Party or any of its Affiliates, defined below, (“**Recipient**”) from the other Party or any of its Affiliates (“**Discloser**”), whether orally or in writing, that is designated as confidential or proprietary that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited to, this Agreement and any negotiations, discussions or agreements entered into pursuant to this Agreement, discoveries, inventions, ideas, research, experimental work, concepts, know-how, processes, designs, specifications, drawings, sketches, blueprints, tracings, diagrams, models, samples, data, algorithms, computer programs, software source documents, financial information, business plans, sales plans, marketing plans, products, services, procurement requirements, customer information, pricing and any other proprietary or confidential technical, financial or commercial information. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” (as used in the preceding sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, part of the public domain through no fault of Recipient; (ii) is received by the Recipient from a third party without any obligation of confidentiality owed to the Discloser by the third party; or (iii) is already known to Recipient or at any time thereafter is developed independently by Recipient. If, regarding information under (ii), Recipient becomes aware at any time that the source was not entitled to disclose the information, then such information shall be deemed Confidential Information from that time forward.

3. Non-Use and Nondisclosure Obligations. Recipient shall not, in any way, use or disclose any Confidential Information of Discloser except as necessary in connection with the Business Purpose or with Discloser’s prior written consent. Recipient shall not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information of Discloser. Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, attorneys, agents and consultants who need to know the Confidential Information in connection with the Business Purpose and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each Party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information of like kind. Neither Party shall disclose any information to the other Party in violation of any confidentiality obligations to, or proprietary rights of, any third party. Recipient’s obligations under this Agreement with respect to any Confidential Information shall remain in effect (a) in the case of Confidential Information which constitutes a trade secret within the meaning of applicable law, for as long as such Confidential Information remains a trade secret, or (b) for five (5) years from the date it first received such Confidential Information hereunder.

4. Compelled Disclosure. If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. Recipient shall use commercially reasonable efforts to limit any such disclosure, to the extent required and to obtain confidentiality protections to the extent reasonably practicable.

5. Ownership of Confidential Information and Other Materials. As between Discloser and Recipient, Discloser shall be the sole and exclusive owner of all of its Confidential Information and no license or other rights to the Confidential Information are granted or implied hereby. All tangible materials furnished to one Party by the other shall remain the property of the Party furnishing such materials and shall be returned to that Party promptly upon its reasonable request, together with any copies thereof.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Section. Either Party may terminate this Agreement upon five (5) days’ written notice of such termination to the other Party. Notwithstanding the foregoing, all rights of a Recipient to use or disclose Confidential Information of Discloser shall automatically terminate upon any merger, stock acquisition, or corporate reorganization of Recipient, or sale of all or substantially all of Recipient’s assets, where the surviving or controlling entity after the transaction is a direct competitor of the Discloser. Upon any



termination of this Agreement and at the Discloser’s written request, Recipient shall return to Discloser or destroy (at the option of Discloser) all tangible materials embodying Confidential Information of Discloser disclosed to Recipient pursuant to this Agreement. Recipient’s obligations under Section 2 shall survive any termination for the period described in that Section.

8. General Provisions.

8.1 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

8.2 Severability. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

8.3 Assignment. Neither Party shall assign or transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other Party.

8.4 Governing Law and Venue. This Agreement shall be governed exclusively by the internal laws of the State of New York, without regard to its conflict of laws provisions. The state and federal courts located in New York, New York shall have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each party consents to the jurisdiction of those courts.

8.5 Injunctive Relief. The Parties acknowledge that a breach of any of the provisions contained in this Agreement may result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

8.6 Export Control Laws. Each Party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

8.7 Entire Agreement and Construction. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either Party’s products or services.

8.9 Counterparts. This Agreement may be executed in counterparts which, taken together, shall form one legal instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year written below.

Menusifu, Inc. 339 5th Avenue Suite 500 New York, NY 10016	Company: _____ Address: _____ _____
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____