



## NON-DISCLOSURE AGREEMENT (NDA)

### All Business/Restaurant Rights, Property & Equipment Located Within Restaurant, Assumption of Lease-In-Place For Restaurant Known As Sushi Box

This Non-Disclosure Agreement, dated as of \_\_\_\_\_ (the "Effective Date") governs the disclosure of information by Eun Kyoung Park & Jisu Kim (the "Company") to \_\_\_\_\_ (the "Recipient") for the purpose of exploring the historical income and expenses for a potential purchase of the restaurant business located at 11458 Belvedere Vista Ln., Richmond, VA 23235 (the "Purpose").

- 1. Confidential Information.** As used herein, "Confidential Information" shall mean any and all technical and non-technical information that Company provides Recipient, whether in graphic, electronic, written or oral form, and including but not limited to patent applications and other filings, trade secrets, and any other proprietary information, as well as any ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, algorithms, software programs, documents, and formulae related to the current, future, and proposed products and services of Company, and also any information concerning any research, experimental work, development, design details and specifications, engineering, financial information, purchasing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, or marketing plans of Company and any information Company provides regarding third parties.
- 2. Non-Disclosure.** Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information except as approved in writing in



advance by Company, and will use the Confidential Information for no purpose other than the Purpose. Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

3. **Notice of Disclosure.** Recipient shall immediately notify Company upon discovery of any loss or unauthorized disclosure of the Confidential Information.

4. **Use of Confidential Information.** All Confidential Information is provided "AS IS," without any warranty of any kind. Recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting it any property rights, by license or otherwise, to any Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient shall not make, have made, use or sell for any purpose any product or service or other item using, incorporating or derived from any Confidential Information, nor make any filings or registrations based on the receipt or use of the Confidential Information, absent separate written approval of Company.

5. **No Reproduction.** Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of Company and shall contain any and all confidential or proprietary notices or legends which appear on the original.

6. **Term.** This Agreement shall terminate three (1) year after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party; provided, however, Recipient's obligations under this Agreement shall



survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns. Upon termination or expiration of the Agreement, or upon written request of Company, Recipient shall promptly return to the Company all documents and other tangible materials representing the Confidential Information and all copies thereof.

**7. Miscellaneous.**

**7.1. Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Company.

**7.2. Sole Agreement.** The Agreement sets forth the complete, exclusive and final statement of the agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties regarding such subject matter.

**7.3. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or fax number as set forth on the signature page or as subsequently modified by written notice.

**7.4. Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without giving effect to the principles of conflict of laws.



7.5. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

7.6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

7.7. **Assignment.** Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Company. Any such assignment without prior consent shall be null and void from the beginning. Recipient shall not export, directly or indirectly, any technical data acquired from Company pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

7.8. **Dispute Resolution.** Recipient agrees that upon Company's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Chesterfield County, Virginia and Recipient hereby agrees to consent to the personal jurisdiction of such courts.

7.9. **Advice of Counsel.** RECIPIENT THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF



THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

In Witness Whereof, the Recipient hereto has caused this Non-Disclosure Agreement to be executed as of the Effective Date.

**RECIPIENT:**

By: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_

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