



## INTERNATIONAL CONFIDENTIALITY AGREEMENT

In consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, intending to be legally bound, hereby agrees as follows:

1. In connection with doing business between \_\_\_\_\_, affiliates and associates (collectively the "Candidate") and The Tilted Kilt® (the "Franchisor"), it is anticipated that certain employees, agents and sub-contractors of the Candidate will be provided with access to certain confidential information regarding The Tilted Kilt® including, without limitation, oral and written legal, business, financial and other information, technical data, trade secrets, manuals, systems, ideas and other proprietary information, in written, oral, electronic, photographic and/or other forms concerning The Tilted Kilt® (collectively the "**Confidential Information**"). Such Confidential Information may include information provided the Candidate by its Clients under other Confidentiality Agreements. Such information will be covered by this Agreement.

2. The Confidential Information shall be used by the Candidate solely for the purpose of assisting Candidate in its evaluation of The Tilted Kilt® business and Area License for \_\_\_\_\_. The Confidential Information is proprietary and confidential to The Tilted Kilt® and is, and shall remain, the property of The Tilted Kilt®. The Confidential Information and any documentation or other information to the extent derived from, or based upon the Confidential Information, shall be returned to The Tilted Kilt® upon request.

3. The Candidate shall hold the Confidential Information in strict confidence and shall not, without the prior written consent of The Tilted Kilt®, disclose or release the Confidential Information to any person or party, whether or not an employee of either party to this Agreement, not having a legitimate need to know.

4. The confidentiality and non-disclosure obligations discussed herein shall not apply if, and to the extent that: (i) the Confidential Information was known to the Candidate prior to its receipt from The Tilted Kilt® or an employee or affiliate of The Tilted Kilt®, provided that such information is not known to be subject to another confidentiality agreement with or other obligation of secrecy to the Candidate, The Tilted Kilt® or another party; (ii) the Confidential Information is or becomes part of the public domain other than as a result of a disclosure by the Candidate; (iii) the Confidential Information is rightfully disclosed to the Candidate by a third party without restrictions provided that the Candidate reasonably believes that such source is not bound by a confidentiality agreement with or other obligation of secrecy to The Tilted Kilt® or another party; or (iv) similar information is independently developed by the Candidate without access to The Tilted Kilt's Confidential Information.

5.        The Candidate acknowledges that The Tilted Kilt® may exercise all legal and equitable remedies available to it in enforcing this agreement (the “**Confidentiality Agreement**”). The Candidate also acknowledges that a violation of the terms of this Confidentiality Agreement will cause irreparable injury to The Tilted Kilt®, for which no adequate remedy at law may be available, and The Tilted Kilt® may, among other things, seek the issuance of an injunction prohibiting any conduct by the Candidate in violation of the terms of this Confidentiality Agreement. If The Tilted Kilt® prevails in any litigation or other legal action required to enforce this Confidentiality Agreement, the Candidate agrees that The Tilted Kilt’s relief may include all costs and expenses, including reasonable attorney’s fees, incurred by The Tilted Kilt® in enforcing this Confidentiality Agreement.

6.        The obligations of the Candidate and The Tilted Kilt® under this Confidentiality Agreement shall be perpetual, and shall survive the termination of the Candidate and The Tilted Kilt’s relationship with each other. By entering into this agreement neither party is obligated to do any other business or enter into any other contract with the other party.

7.        This Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of the United States of America.

Agreed to and accepted as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Candidate:**

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

**The Tilted Kilt®:**

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

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

Title: International Representative

Address: 19800 MacArthur Blvd., Suite 300

Irvine, California 92612 USA