

## GENERAL NONDISCLOSURE AGREEMENT

To agreement is made between Seller, Kito's Kave, Inc. and \_\_\_\_\_ (Buyer) to furnish Buyer with certain information that is proprietary and confidential, Buyer hereby warrants, represents, covenants, and agrees as follows:

1. **ENGAGEMENT.** Buyer in the course of investigating the purchase of Kito's Kave Inc., may or will have access to or learn certain information belonging to Seller that is proprietary and confidential.

(Confidential Information)

2. **DEFINITION OF CONFIDENTIAL INFORMATION:** Confidential Information as used throughout this Agreement means any secret or proprietary information relating directly to Seller's business including, but not limited to, products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development technique or plans. Business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs, trade knowledge, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of the Seller.

3. **Nondisclosure.** Buyer agrees to keep strictly confidential all Confidential Information and will not, without Seller's express written authorization, signed by one of Seller's authorized officers, use, sell, market, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. Buyer further agrees not to make any copies of the Confidential Information except upon Seller's written authorization, signed by one of Seller's authorized officers, and will not remove any copy or sample of Confidential Information from the premises of Seller without such authorization.

4. **RETURN OF MATERIAL.** Upon receipt of a written request from the Seller, Buyer will return to Seller all copies or samples of Confidential Information that, at the time of the receipt of the notice, are in Buyer's possession.

5. **OBLIGATIONS CONTINUE PAST TERM.** The obligations imposed on Buyer shall continue with respect to each unit of the Confidential Information following the termination of the business relationship between Buyer and Seller, and such obligations shall not terminate until such unit shall cease to be secret and confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by Buyer or Buyer's agents, servants, officers, or employees or a breach of the covenants set forth in this Agreement.

6. **EQUITABLE RELIEF.** Buyer acknowledges and agrees that a breach of the provisions of Paragraph 3 or 4 of this Agreement would cause Seller to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, Buyer agrees that Seller shall have the right to seek specific performance of the provisions of Paragraph 3 to enjoin a breach or attempted breach of the provision thereof, such right being in addition to all other rights and remedies that are available to Seller under the law, in equity, or otherwise.

7. **INVALIDITY.** If any provision of this Agreement or its application is held to be invalid, Illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

IN WITNESS WHEREOF, this Agreement has been signed on the day of \_\_\_\_\_,  
(month and year).

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Name (Please Print)