

Non-Disclosure Agreement

Confidentiality Agreement

As a participant in the Competition, you may receive "Confidential Information" relating to the Downtown Espresso Cafe, including, by way of example and without limitation, new products, commercial plans, data, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, customer, pricing information, studies, findings, inventions and ideas. To the extent practical, Confidential Information shall be disclosed by the Downtown Espresso Cafe, if at all, in documentary or tangible form marked "Proprietary" or "Confidential". In the case of disclosures in non-documentary form made orally or by visual inspection, the Downtown Espresso Cafe shall have the right, or if requested in writing by you in advance of the disclosure, the obligation to confirm in writing the fact and general nature of each disclosure.

In the event that the Downtown Espresso Cafe discloses Confidential Information to you, you agree that you: (1) will hold the Confidential Information in confidence by using the same degree of care, but not less than a reasonable degree of care, as you use or would use to protect your own confidential information; (2) will take such steps as may be reasonably necessary to prevent disclosure of the Confidential Information to others; (3) will not commercially utilize the Confidential Information without having obtained the written consent of the Downtown Espresso Cafe; (4) upon request, will return Confidential Information to the Downtown Espresso Cafe; and (5) shall promptly notify the Downtown Espresso Cafe in the event that you are legally required to disclose any portion of the Confidential Information, so that the Downtown Espresso Cafe may take steps to protect its Confidential Information.

The confidentiality and non-use commitments set forth above shall not extend to any portion of Confidential Information which is known to you at the time of your receipt of such information from the Downtown Espresso Cafe; which is or becomes generally available to the public through no fault of yours; which corresponds in substance to that furnished you by any third party having a bona fide right to do so and no confidential obligation to the Downtown Espresso Cafe with respect to the information; or which corresponds to that furnished by the Downtown Espresso Cafe to any third party on a non-confidential basis.

You further agree that: (1) neither you nor the Downtown Espresso Cafe has any obligation to purchase any service or item from each other; (2) neither you nor the Downtown Espresso Cafe has an obligation to offer for sale products using or incorporating Confidential Information; and (3) you and the Downtown Espresso Cafe do not intend that any agency or partnership relationship is created.

This agreement is effective as of October 1, 2021.

Signature

Date Signed

Name (print): _____