

CONFIDENTIAL DISCLOSURE AGREEMENT

Please download and complete.

**Fax to: United States: 1- 972 -355 -4034
or Scan documents to:
NDA@GraBin.com**

**Original Documents must be Notarized
or Apostille and Authentication attached,
and must be received prior to any disclosures or
contractual negotiations for or by the inventor.**

CONFIDENTIAL DISCLOSURE AGREEMENT

This agreement made as of the _____ day of _____, 200__, between Michelle Johnson, an individual whose principal place of business is 2012 Bosbury Drive Flower Mound, TX 75028 (Disclosing Party), and _____ (Receiving Party);

WHEREAS, the Disclosing Party has expended substantial amounts of time, effort, and money to develop proprietary information relating to the field of recreational establishments;

WHEREAS, the Receiving Party has expressed an interest in the Disclosing Party's Proprietary Information;

WHEREAS, the Disclosing Party wishes to preserve its rights with respect to any proprietary information disclosed to the Receiving Party;

WHEREAS, the Receiving Party is willing to receive the Disclosing Party's proprietary information in confidence with the duty not to disclose or use the Disclosing Party's proprietary information except as authorized herein;

NOW THEREFORE, in consideration of these premises and promises and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITION OF PROPRIETARY INFORMATION

The term "proprietary information" shall include any writings, drawings, samples, visual demonstrations, or oral disclosures relating to the field of recreational establishments. It is understood and agreed that the information and material furnished may become the subject matter of patent, trademark, copyright, trade secret or other proprietary protection.

2. MARKING AND DESIGNATION OF PROPRIETARY INFORMATION

Proprietary information may be disclosed visually, orally or in writing. When disclosed in writing, proprietary information shall be marked: "Confidential" or "Proprietary Information." When disclosed orally or visually, such proprietary information shall be identified as "proprietary information" at the time of the oral or visual disclosure, with subsequent confirmation in writing by the Disclosing Party within thirty (30) days after such disclosure.

3. USE OF PROPRIETARY INFORMATION

All rights to the Disclosing Party's proprietary information disclosed pursuant to this Agreement are reserved to the Disclosing Party; the Receiving Party shall not use such proprietary information disclosed to it by the Disclosing Party for its own benefit or the benefit of others without the express written authorization of the Disclosing Party. The

Receiving Party shall keep such information secret, and the Receiving Party shall disclose this information only to persons authorized to receive such information by the Disclosing Party.

4. COPYING OF PROPRIETARY INFORMATION

Proprietary information shall not be copied or reproduced without the express written authorization of the Disclosing Party, except for such copies as may be reasonably required for internal evaluation by the Receiving Party.

5. PROTECTION OF PROPRIETARY INFORMATION

The Receiving Party shall exercise utmost care to protect the secrecy of the Disclosing Party's proprietary information. The Receiving Party shall strictly limit the dissemination of the Disclosing Party's proprietary information to those persons who have a need to know such information to fulfill the purpose of this Agreement. The Receiving Party hereby warrants that any such employees who receive the Disclosing Party's proprietary information will sign nondisclosure agreements enabling the Receiving Party to fulfill its obligations to protect the secrecy of the Disclosing Party's proprietary information under this Agreement.

6. RETURN OF PROPRIETARY INFORMATION

All proprietary information and copies thereof shall be returned to the Disclosing Party within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such proprietary information.

7. DAMAGES

The Receiving Party shall be liable for any actual or consequential damages resulting from any breach of the Agreement by the Receiving party or by any of its officers, agents, servants or employees.

8. CHOICE OF LAW

This agreement shall be interpreted under the laws of the state of Texas and the United States of America.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement of the date and year first stated above.

Michelle Johnson
Disclosing Party

Signature

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, (my Commission expires on _____) do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__

(SEAL)

Notary Public

APOSTILLE OR AUTHENTICATION ATTACHED

Receiving Party

Signature

Title

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, (my Commission expires on _____) do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 20__

(SEAL)

Notary Public

APOSTILLE OR AUTHENTICATION ATTACHED