

NON-INFRINGEMENT and CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made this day _____, between _____ (referred to herein as "**CUSTOMER**"), and **WORLD-WIDE ADVANTAGE, INC.**, having its principal place of business at 6913 Acco St., Montebello, CA 90640 (referred to herein as "**World-Wide Advantage**").

WHEREAS, "**CUSTOMER**" is in the business of designing, manufacturing, and marketing commercial foodservice equipment, and desires to evaluate the potential for World-Wide Advantage to obtain manufacturing sources; and

WHEREAS, World-Wide Advantage and/or its business affiliates are in the business of sourcing accessories, parts, and components, and desires to explore the potential for sourcing items for "**CUSTOMER**"; and

WHEREAS, "**CUSTOMER**" will be providing World-Wide Advantage with confidential information, proprietary drawings, part numbers and specifications for accessories, parts, and components for the purpose of World-Wide Advantage providing a source for manufacturing of, and selling to, "**CUSTOMER**" such items; and

WHEREAS, "**CUSTOMER**" desires to protect confidential information and insure that confidential and/or proprietary information is used by World-Wide Advantage only for the purpose of potentially sourcing such items for "**CUSTOMER**"; and

WHEREAS, "**CUSTOMER**" desires to protect its intellectual property and proprietary trade secret rights for the engineering and design concepts and technology utilized in its equipment as well as items and parts thereof, including but not limited to wireform accessories, metal stampings, power cords, and castings, in addition to any and all trademarks now or hereafter owned; and

WHEREAS, the parties desire to put into writing the terms of their business relationship.

NOW, THEREFORE, the parties agree as follows:

1. World-Wide Advantage agrees not to reverse engineer or copy any "**CUSTOMER**"

products, parts or accessories, and agrees not to incorporate, sell, and/or to use in any way any **"CUSTOMER"** confidential information, manufacturing, engineering or design concepts/technology, intellectual property and/or trademarks. Additionally, World-Wide Advantage agrees to secure from potential vendors or sources their written guarantee that items and parts shall be made available to World-Wide Advantage for resale to **"CUSTOMER"**, only, and not available to any other third party.

2. **"CUSTOMER"** does not confer upon World-Wide Advantage, expressly, impliedly or otherwise, any licenses or other rights under any patent, trademark or any other intellectual and/or proprietary rights that **"CUSTOMER"** owns or may hereafter acquire.

3. World-Wide Advantage acknowledges and agrees that Confidential Information shall be defined as any information (either oral or written), drawings, designs, memoranda, models, samples, prototypes, tools, tooling technology, and the like relating to wireform accessories, metal stampings, power cords and castings which are the subject matter of this agreement, as well as any information concerning **"CUSTOMER"** or its products which would provide World-Wide Advantage with a competitive advantage it would not otherwise possess but for the access to information provided by **"CUSTOMER"** pursuant to this agreement.

4. World-Wide Advantage acknowledges and agrees that Confidential Information shall remain the exclusive property of the furnishing party. Upon the expiration or termination of the Discussions, or upon the earlier request of the furnishing party, the receiving party shall promptly return to the furnishing party all originals and copies of writings, drawings, hardware, and the like which contain the Confidential Information.

5. **"CUSTOMER"** confidential and proprietary information shall not be copied or used by World-Wide Advantage for any purpose other than the pursuit of locating sourcing or vendors for accessories, parts, and components for sale to **"CUSTOMER"**.

6. All obligations of confidentiality, limited use and non-disclosure shall survive the termination or conclusion of any business relationship existing between the parties for a period of five (5) years.

7. The parties hereto agree that the consideration offered by each to the other is sufficient and adequate for the mutually beneficial promises made by each to the other.

8. **"CUSTOMER"** agrees not to circumvent and deal direct or through any middleman, distributor, broker or agency with any vendors or sources introduced to **"CUSTOMER"**, or its subsidiaries, by World-Wide Advantage without prior written permission of World-Wide Advantage.

9. The parties hereto agree that all terms and conditions of this Agreement shall inure to and be binding upon any and all company(s) of which World-Wide Advantage is a subsidiary, a parent, and/or an affiliate, regardless of geographical location.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA and that the United Nations Convention on the International Sale of Goods (CISG) shall not apply to any and all agreements. Any claims or disputes

arising out of this Agreement shall be resolved in Los Angeles County, California, USA. If “**CUSTOMER**” and World-Wide Advantage are not able to settle by themselves any dispute under this Agreement, they agree to try to have the dispute settled by mediation conducted by a mediator who is acceptable by both parties. Any and all disputes arising out of, under, in connection with, or related to this Agreement or the alleged breach thereof, which the parties have not been able to settle with good faith efforts at mediation, shall be settled by arbitration under the rules of the American Arbitration Association and judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction over any party hereto. This provision for arbitration shall not prevent any party from applying for and obtaining injunctive relief.

11. Any and all notices and/or communication concerning this Agreement shall be provided to the parties at the following addresses:

World-Wide Advantage
6913 Acco St.
Montebello, CA 90640

ATTN: Michael Curtis
President
Phone: 800-840-1766

Company Name:

ATTN:

Address:

Phone:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Company Name

Signature

Title

World-Wide Advantage

Signature

Title