



## Statement of Confidentiality

Franchisees must read and sign this Statement of Confidentiality immediately upon receipt receiving a login to the Cordovan Training System website, which gives them access to the Brand Standards Manual. Franchisees, please print, sign and forward to the Corporate Office.

1. The confidential information to be disclosed by Cordovan Arts Franchising, LLC under this Agreement (“Confidential Information”) can be described as and includes:

Technical and business information relating to proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Cordovan Arts Franchising, LLC.

3. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees (“team members”) having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its team members, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt of this Agreement; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Cordovan Arts Franchising, LLC (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Cordovan Arts Franchising, LLC; or (e) is independently developed by Recipient.

5. Cordovan Arts Franchising, LLC warrants that he/she has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party other than those stated directly by the Franchise Agreement. Cordovan Arts Franchising, LLC may, at its sole discretion, using its own information, offer additional services for sale and modify them or discontinue sale at any time. The exchange of information under this Agreement neither creates a contractual relationship (except as specifically stated herein) nor outlines exchange of information as an inducement to act or not to act in any given manner.

8. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Cordovan Arts Franchising, LLC shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

9. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Texas, U.S.A. If this agreement is breached, all disputes must be settled in a court of competent jurisdiction.

10. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

I have read and understand the Statement of Confidentiality and will abide by its terms and conditions.

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Name of Franchisee

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Signature of Franchisee

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Date

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Name of Franchisee

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Signature of Franchisee

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Date