

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into as of _____ by and between **Pangea Restaurant Group LLC**, a Montana limited liability company ("Company"), and _____, an individual or entity interested in potentially investing in the Company ("Investor").

1. Confidential Information. The Company intends to disclose certain confidential and proprietary information ("Confidential Information") to the Investor, including but not limited to the following:

- Private Placement Memorandum (PPM),
- Financial disclosures and projections,
- Business plans,
- Operational details,
- Marketing strategies,
- Proprietary recipes, processes, and intellectual property,
- Ownership structures, and
- Any other business, financial, or strategic information related to the Company.

2. Purpose. The Confidential Information will be disclosed solely for the purpose of evaluating a potential investment in the Company, including participation in any offering of membership interests or equity in the Company.

3. Non-Disclosure. The Investor agrees:

- To keep the Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Company.
- Not to use the Confidential Information for any purpose other than evaluating the potential investment.
- To restrict access to the Confidential Information to its officers, employees, or agents who need access for the purpose of evaluation and who are also bound by similar confidentiality obligations.

4. Exclusions from Confidential Information. The obligations in this Agreement shall not apply to information that:

- Was already known to the Investor before disclosure by the Company;
- Is or becomes publicly available without breach of this Agreement;
- Is lawfully received from a third party without restriction;
- Is independently developed by the Investor without reference to the Confidential Information;
- Is required to be disclosed by law or legal process, provided that the Investor notifies the Company immediately upon such a requirement to allow the Company to seek protective measures.

5. Return or Destruction of Information. Upon the conclusion of the Investor's evaluation, or upon the Company's request, the Investor agrees to:

- Return all materials containing Confidential Information;
- Destroy or permanently delete any electronic copies of the Confidential Information.

6. No License or Rights. Nothing in this Agreement grants the Investor any rights, title, or interest in or to the Confidential Information, including any intellectual property rights of the Company.

7. Term and Termination. This Agreement will remain in effect until:

- The Investor makes an investment in the Company and the parties enter into formal investment agreements, or
- The Company determines that the Confidential Information no longer needs to be protected under this Agreement.

8. Remedies. The Investor acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Company. The Company shall be entitled to seek injunctive relief in addition to other legal remedies in the event of a breach.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Montana.

10. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the protection of Confidential Information and supersedes all prior agreements or understandings relating to such matters.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure Agreement as of the date first above written.

Pangea Restaurant Group LLC

By: _____

Name: Scott Billadeau

Title: CEO/CFO

Investor

By: _____ Name (Printed): _____

Email: _____ Phone: _____

Pangea Restaurant Group LLC has the right to refuse to share documents with a potential investor if there is concern about safety of proprietary information.