

**CONFIDENTIAL/NONDISCLOSURE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_, by and between The Dinner A'Fare Franchising, LLC, a Georgia limited liability company, (hereinafter referred to as "Franchisor") and

\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Prospective Franchisee").

**WITNESSETH THAT:**

WHEREAS, Prospective Franchisee desires to obtain certain confidential and proprietary information from Franchisor for the sole purpose of inspecting and analyzing said information in an effort to determine whether to purchase a franchise from Franchisor; and

WHEREAS, Franchisor is willing to provide such information to Prospective Franchisee for the limited purpose and under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **DEFINITION.** "Confidential Information" is used herein to mean all information, documentation and devices disclosed to or made available to Prospective Franchisee by Franchisor, whether orally or in writing, as well as any information, documentation or devices heretofore or hereafter produced by Prospective Franchisee in response to or in reliance on said information, documentation and devices made available by Franchisor.

2. **TERM.** The parties hereto agree that the restrictions and obligations of Paragraph 3 of this Agreement shall be deemed to have been in effect from the commencement on the \_\_\_ day of \_\_\_, 20\_\_\_, of the ongoing negotiations between Prospective Franchisee and Franchisor and continue in perpetuity until disclosed by Franchisor.

3. **TRADE SECRET ACKNOWLEDGEMENT.** Prospective Franchisee acknowledges and agrees the Confidential Information is a valuable trade secret of Franchisor and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Franchisor.

4. **TREATMENT OF CONFIDENTIAL INFORMATION.** In consideration of the disclosure to Prospective Franchisee of Confidential Information, Prospective Franchisee agrees to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

(a) To use Confidential Information for the sole purpose of inspecting and analyzing the information in an effort to determine whether to purchase a franchise from Franchisor and solely in its operation of Franchisor's Franchise;

(b) Not to disclose Confidential Information to any third party;

(c) To limit dissemination of Confidential Information to only those of Prospective Franchisee's Studio Kitchen s, directors and employees who have a need to know to perform the limited tasks set forth in Item 4 (a) above; and who have agreed to the terms and obligations of this Agreement by affixing their signatures hereto;

(d) Not to copy Confidential Information or any portions thereof; and

(e) To return Confidential Information and all documents, notes or physical evidence thereof, to Franchisor upon a determination that Prospective Franchisee no longer has a need therefore, or a request therefore, from Franchisor, whichever occurs first.

5. SURVIVAL OF OBLIGATIONS. The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Prospective Franchisee, his heirs, successors and assigns in perpetuity.

6. NEGATION OF LICENSES. Except as expressly set forth herein, no rights to licenses, expressed or implied, are hereby granted to Prospective Franchisee as a result of or related to this Agreement.

7. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

**THE DINNER A'FARE FRANCHISING, LLC**

BY: \_\_\_\_\_  
**Kenneth A. Wright, Jr.**

\_\_\_\_\_  
**(Signature of Prospective Franchise Owner)**

\_\_\_\_\_  
**Print Name of Prospective Franchise Owner**