

FAX COMPLETED FORM TO: (203) 389 - 6326

**CONFIDENTIALITY &
NON-CIRCUMVENTION AGREEMENT**

CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT, by and between Franchise Resale Consultants, LLC, dba, Praetorian Group, ("PG") and

("Buyer"), dated as of _____, 200__.

PG proposes to inform the Buyer of an opportunity to participate in a transaction to acquire _____ (the "Opportunity"), and in connection there with, PG will provide the Buyer with certain information relating to the Opportunity, which PG considers proprietary and highly confidential. To provide the terms and conditions upon which PG will disclose such Opportunity, PG and Buyer agree as follows:

- Confidentiality Procedures:** The Buyer will endeavor in good faith to maintain the confidentiality of the Confidential Information and, except as provided below, will exercise reasonable efforts to prevent the unauthorized disclosure of the Confidential Information to third parties or to officers, employees and agents of the Buyer, except those who need to know for purposes of evaluating the potential transaction involving the Opportunity. The Buyer will promptly return or destroy all confidential information if requested to do so by PG and at anytime before Buyer has become obligated to participate in the Opportunity, provided that Buyer may retain such Confidential Information, subject to confidentiality requirements herein, as it deems necessary to comply with ordinary and customary retention requirements of financial institutions, sound business or banking practices audit examination requirements.
- Confidential Information:** For purposes hereof, the term "Confidential Information" means all information (whether written, electronic, and oral) relating to the Opportunity, together with and all analyses, compilations, studies or other materials whether prepared by PG, Buyer or others, which contain or reflect such information. Notwithstanding the foregoing, Confidential Information shall not include information that is in the public domain or the knowledge or possession of Buyer when disclosed to Buyer or becomes part of the public domain after disclosure to Buyer through no fault of Buyer, or any information that is independently developed by or on behalf of Buyer not in violation of this Agreement.
- Permitted Disclosure:** This Agreement shall not apply (a) to disclosure of Confidential Information that in good faith opinion of Buyer, is compelled by laws, regulations, rules, orders or legal process or proceedings or is disclosed to: any party, including a prospective participant, who has signed a confidentiality agreement containing terms substantially similar to those contained herein, or legal counsel, examiners, auditors, and directors of Buyer and examiners, auditors and investigators having regulatory authority over Buyer. However, Buyer will use all reasonable efforts to provide PG with prior notice of any such disclosure.
- Non-Circumvention:** Without the express prior written consent of PG, during the term hereof, the Buyer will not contact in connection with the Opportunity any purchaser, debtor, lessor or guarantor involved in the Opportunity, or any owner, landlord or lessee of property

to be included as collateral or purchased (each a "Principal") in connection with the Opportunity, and will not consummate a transaction with or provide any products or services to any Principal for the period ending (twelve) months from the date hereof without the participation of PG. The Buyer agrees not to seek to obtain and agrees not to accept any information regarding the Opportunity from any person other than PG. If the Buyer has any current or prior business dealings or contractual or other affiliations with Seller or any of its affiliates, then the Buyer shall immediately notify PG of such dealings or affiliations. Without limiting the other provisions hereof, neither the Buyer nor any Representatives shall contact or continue any discussions with the Seller or any of its affiliates, or any of their respective officers, directors, employees, equity owners, agents, or representatives, or any franchisor, landlord, creditor, vendor or employee of any such borrower or guarantor for the period of one year.

5. **Limited Representations:** PG represents only that disclosing the Opportunity and providing the Confidential Information to Buyer does not violate or conflict with any contractual obligation or provide any third party with any rights, and PG makes no representation or warranty as to the accuracy or completeness of any Confidential Information. Neither PG nor Buyer shall have any liability for any representations (express or implied) contained in, or for any omissions from, the Confidential Information or any other communications transmitted in the course of the evaluation of the Opportunity.
6. **Term:** Provisions relating to confidentiality and non-contact in this Agreement with respect to any Opportunity shall terminate one year from the date herein, or if earlier, on the date which the Opportunity is consummated. Except as provided in the preceding sentence, this Agreement shall terminate on the date that is one year from the date hereof.
7. **Miscellaneous:** It is agreed that money damages would not be a sufficient remedy for breach of this Agreement by Buyer and that this Agreement is binding upon the successors and assigns of PG and Buyer. This Agreement may be signed in counterpart with each constituting an original and all counterparts consisting one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

Buyer: _____
By: _____
Name:
Title:

Praetorian Group
By: _____
Name: