

CONFIDENTIAL AGREEMENT

With regard to your interest in purchasing a Old Macdonald's Farms franchise in a designated area, we are furnishing you with certain confidential information which is not available to the public at large (the "Proprietary Information"). The Proprietary Information is commercially sensitive to our business and includes the following, although this list is not intended to be exhaustive:

our disclosure statement

our franchise agreement

our operational procedures and systems whether they are embodied in manuals or not ; and

any financial information concerning our business.

Therefore, in exchange for us providing you with the Proprietary Information, you agree as follows.

1. The Proprietary Information will be kept confidential by you and must not, without our prior written consent, be disclosed by you, or by your agents, representatives or employees, in any matter whatever, in whole or in part and must not be used by you, your agents, representatives or employees, other than for the purpose of assessing whether you will buy a franchise
2. Your agents, representatives and employees must be informed by you of the confidential nature of any of the Proprietary Information communicated to them and you must procure their agreement to be bound by the terms and conditions of this Agreement.. You will be responsible for any breach of the Agreement by you agents, representatives or employees.
3. Without our prior written consent, neither you nor your agents, representatives or employees will disclose to any person the fact that the Proprietary Information has been made available to you that discussions or negotiations are taking place with you concerning the possible acquisition of a franchise

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4. We may at any time terminate further access by you to the Proprietary Information and you agree that the Proprietary Information, will be returned to us immediately upon our request including all copies made of the Proprietary Information

5. You understand that we have endeavoured to include in the Proprietary Information, information which we believe to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither we nor any of our affiliates nor any of our or their agents, representatives or employees makes any representation or warranty as to the accuracy or completeness of the Proprietary Information, except as provided in any definitive agreement which may be negotiated on this subject.

6. Despite the terms of this Agreement, neither party to this Agreement is under any obligation with respect to the proposed purchase of a franchise by reason of this document alone.

7. You agree that monetary damages would not necessary be a sufficient remedy for any breach of this Agreement by you or your agents, representatives or employees, and that in addition to all other remedies we shall be entitled to specific performance and injunction or other equitable relief as a remedy for any such breach..

WE AGREE TO BE BOUND
BY THE AGREEMENT SET
OUT ABOVE.

Signature: _____

Signature _____

Date: _____