

## **Confidentiality and Non-Competition/Non-Solicitation Agreement**

This **Confidentiality and Non-Competition/Non-Solicitation Agreement** ("Agreement") is entered by FranNet (the "Company"), and the Recipient identified below ("Recipient") as of February 12, 2015.

### **Introduction:**

- A. Company is a licensee of FranNet, LLC, a New Jersey limited liability company ("Franchisor").
- B. Recipient is or may become an employee, consultant, agent, or independent contractor of Company or another licensee of Franchisor.
- C. Recipient may have access to or may receive from Company or Franchisor confidential business information owned by Company or Franchisor.
- D. Company has agreed to provide or make available such information only if Recipient strictly maintains its confidentiality in accordance with this Agreement.

The parties therefore agree as follows:

### **Agreement:**

1. Any information and material not readily available to the general public—or that the Company or Franchisor designates as confidential—that the Company, Franchisor, or their respective agents or representatives discloses or makes available to Recipient, is confidential and proprietary property of the Company and/or Franchisor (collectively, "Confidential Information"). Confidential Information includes, but is not limited to, floor plans, supplier lists, current and potential customer lists, contracts, advertising agreements, marketing strategies, billing and pricing policies, financial information, recipes, methods, designs, processes, computer programs, know-how, employee lists, compensation terms, stock ownership, and any other information relating to the operation, finances, or marketing of the Company's business. Information is considered disclosed by the Company or Franchisor to the extent it is learned or derived by Recipient (including its agents and representatives):

- a. from any inspection, examination or other review of the Company's or Franchisor's books, records, contracts or operations;
  - b. from communications with the Company's or Franchisor's employees, agents, attorneys, independent contractors, or representatives; or
  - c. during visits to Franchisor's or Company's premises.
2. During the term of Recipient's employment or other relationship with Company and thereafter, Recipient must maintain the strict confidentiality of all Confidential Information. Recipient may only use the Confidential Information to perform duties assigned to it by Company or Franchisor. Without the Company's and Franchisor's prior written consent, Recipient must not:
  - a. disclose or distribute any Confidential Information to any third party; nor
  - b. use any such information for its own purposes or in any manner not authorized under this Agreement or the License Agreement between Company and Franchisor.
3. Confidential Information does not include any information which Recipient demonstrates: (a) is generally known in the public domain; (b) was available to or known by Recipient on a non-confidential basis prior to disclosure by the Company or Franchisor; (c) was independently developed by Recipient or by persons who were not given access, directly or indirectly, to the information disclosed to Recipient by the Company or Franchisor; or (d) becomes generally known in the public domain after the date of this Agreement through no breach of duty by the Recipient. If Recipient is requested or required as part of a legal process (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand, or similar process) to disclose any Confidential Information, Recipient must promptly provide the Company written notice of such request so an appropriate protective order may be sought. Recipient may disclose Confidential Information to a court, administrative agency, or governmental authority without liability under this Agreement if: (i) Recipient is, in the reasonable opinion of his or her legal counsel, compelled under law to disclose such information to the court, administrative

agency, or governmental authority or else be subject to contempt, censure, or other penalty; and (ii) Recipient has provided the Company with notice of the request or requirement to disclose in accordance with Section 3.d. above.

4. If the Company or Franchisor requests, the Recipient must immediately return to the Company or Franchisor all Confidential Information—including copies, notes, memoranda, writings and other documents regarding the Confidential Information. Recipient acknowledges that it has no ownership or proprietary rights in the Confidential Information.
5. As a material inducement for Company to hire Recipient or retain the services of Recipient, Recipient agrees as follows:
  - a. During the term of Recipient's employment by, or other relationship with, the Company, and for a period of two (2) years from the date of termination of such employment or other relationship, Recipient agrees that he/she will not, without the prior written consent of both Company and Franchisor, within a radius of fifty (50) miles from the Company's business premises, directly or indirectly, for his/her own account or as agent, consultant or employee, or as a shareholder of any corporation or a member of any entity, engage in, invest in, or otherwise be connected with any Competitive Business. For purposes of this Agreement, the term "Competitive Business includes a business that provides franchise brokerage, business brokerage, or franchise consulting services, or any business which competes directly or indirectly with the business of the Company or Franchisor.
  - b. Recipient agrees that he/she will not, from and after the date of this Agreement, for himself/herself, or on behalf of any other person, firm, partnership, corporation or other legal entity, encourage, solicit or entice any employee or independent contractor of Company or Franchisor to terminate his or her employment or independent contractor relationship with the Company or Franchisor.
  - c. Recipient agrees that he/she will not, from and after the date of this Agreement, for himself/herself, or on behalf of any other person, firm, partnership, corporation or other legal entity, attempt in any manner to commercially exploit the business

concepts, business plans, marketing strategies, business relationships, or otherwise interfere with the ability of Company or Franchisor, or any of Franchisor's other licensees, to conduct their respective businesses, and to further their relationships with their existing business contacts, without the prior written consent of Franchisor in each instance. Franchisor may withhold its consent in its sole discretion.

6. The parties may modify this Agreement only by a written agreement signed by both of them. This Agreement is the entire agreement between the parties regarding the subject matter hereof, and supersedes all previous agreements, written or verbal.
7. Except as provided below, if any dispute arises out of this Agreement, such dispute must be resolved exclusively in the state and federal courts in Jefferson County, Kentucky, which have jurisdiction over the parties. The parties waive any right to object to jurisdiction and venue in these courts. Kentucky law governs this Agreement without regard to its principles of conflicts of law. The obligations in this Agreement are severable. If any obligation is not fully enforceable, the parties may seek its enforcement to the fullest extent permitted by law. A waiver of any breach of this Agreement is not considered a waiver of any subsequent breaches. A waiver is only effective if in writing by the party waiving the breach and may not be effected orally or by conduct of the parties.
8. The Company or Franchisor may seek and obtain injunctive relief against threatened or actual conduct that is or will be a breach of this Agreement and need not establish any actual or irreparable damage nor post any bond or other security. If the Company or Franchisor incurs any costs to enforce its rights under this Agreement, including reasonable attorney fees, Recipient must promptly reimburse the Company and Franchisor for such costs.
9. If any court finally holds that the time or territory or any other provision contained in this Agreement constitutes an unreasonable restriction on Recipient, the provisions of this Agreement are not thereby rendered void but apply as to time and territory or to such other extent as that court determines to be a reasonable restriction under the circumstances. In its sole discretion, the Company or Franchisor may reduce the

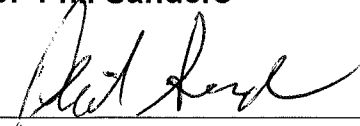
scope of any covenant in this Agreement without Recipient's consent, effective immediately upon Recipient's receipt of written notice. Recipient must immediately comply with any covenant as so modified, which is fully enforceable to the extent permitted by applicable law.

10. The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which together are considered one and the same instrument. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Franchisor, its successors and assigns, and the parties hereto and their respective personal representatives, other legal representatives, heirs, successors, and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third person to any party to this Agreement, nor does any provision give any third person any right of subrogation or action over or against any party to this Agreement.
11. The parties acknowledge and agree that Franchisor is a third party beneficiary of this Agreement and has the independent right to enforce this Agreement as if an original party hereto.

**THE COMPANY:**

By: FranNet

**Print Name: Phil Sanders**

Signature: 

Title VP GLOBAL FRANCHISE  
DEVELOPMENT AND  
OPERATIONS

**RECIPIENT:**

Walid Dabbagh

13 mc Master Ave. Apt 01

Welland, Niagara ON L3B 3S6

By: \_\_\_\_\_

**Print Name: Walid Dabbagh**

Signature \_\_\_\_\_

Title \_\_\_\_\_