

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement is made and entered into as of the ____ day of _____, 20__, between FranNet LLC, having an office at 10302 Brookridge Village Blvd. Lou., KY, on behalf of itself and its Affiliates ("FRANNET") and _____, having an office at _____, on behalf of itself and its Affiliates ("PARTNER").

In consideration of the covenants and promises contained herein, FRANNET and PARTNER agree as follows:

1. PURPOSE

FRANNET and PARTNER wish to assure the confidentiality of their trade secrets, information and other materials which have been or may be disclosed to or obtained by the other, in the course of their exploration of business opportunities or their other business relationships.

2. CONFIDENTIAL INFORMATION

"Confidential Information" of a party shall mean any information, materials and data including, but not limited to, that which relates to a party's or its Affiliates' customers, vendors, other contracted third parties, research, development, trade secrets, techniques, processes, procedures, plans, policies, programs, business affairs, discoveries, hardware, software, screens, specifications, designs, drawings, intellectual property and other information and materials, regardless of form.

3. EXCEPTIONS

- (a) Neither party shall have any obligation with respect to Confidential Information of the other party which (i) is or becomes part of the public domain on a non-confidential basis, through no wrongful act of the receiving party; (ii) is lawfully obtained by the receiving party from a third party without any obligation by the receiving party to maintain the confidentiality of information; (iii) is known by the receiving party prior to obtaining same from the disclosing party; and (iv) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information.
- (b) If the receiving party shall be under a legal obligation to disclose any Confidential Information, the receiving party shall, if reasonably possible, give the disclosing party prompt notice thereof and permit the disclosing party to seek a protective order and/or waive the duty of confidentiality.

4. PROTECTION OF CONFIDENTIAL INFORMATION.

Each party agrees not to disclose the Confidential Information of the other party or to use such Confidential Information for any purpose other than as permitted by this Agreement. Each party agrees to protect the Confidential Information of the other party from disclosure to anyone other than in its own business entity who has a business-related need to know such Confidential Information in connection with the purposes of this Agreement, and such third parties who have a need for the Confidential Information for the purposes of this Agreement and who have entered into agreements pursuant to which they are bound by the confidentiality provisions of this Agreement. Each party further agrees promptly to advise the other party in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information of the

other party which may come to its attention and to take all steps reasonably requested by the disclosing party to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.

5. **AFFILIATES**

For purposes of this Agreement, "Affiliates" are those companies, existing or future, who directly or indirectly own or are owned by, control or are controlled by, or are under common control with, a party.

6. **PUBLICITY**

Neither party shall issue or release any articles, advertising or publicity or other matter relating to this Agreement or identifying, mentioning or using the name of the other party or its Affiliates, except with such other party's prior written approval.

7. **RETURN OF MATERIALS**

Any data or other materials, including copies thereof, furnished to or obtained by the receiving party pursuant to this Agreement shall be promptly returned to the disclosing party upon request.

8. **INJUNCTIVE RELIEF/BREACH OF CONFIDENTIALITY**

The unauthorized disclosure or use of any Confidential Information may cause immediate and irreparable injury which could not be adequately compensated by monetary damages to the party and/or its Affiliates whose information is improperly disclosed. If either party believes that there has been unauthorized disclosure or use, or threat of unauthorized disclosure or use, of any Confidential Information by the other party, the complaining party shall have the right to visit the other's business premises to monitor and ensure compliance with this Agreement. Each party authorizes the other party and its Affiliates to seek any temporary or permanent injunctive relief necessary to prevent such disclosure or use, or threat of disclosure or use.

9. **NO LICENSES**

No license to the receiving party under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the disclosure of Confidential Information to such party. None of the Confidential Information which may be disclosed to the receiving party shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind including but not limited to representations, warranties, assurances, guarantees or inducements with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights, or other rights of either party or of third parties.

10. **DEFINITIVE AGREEMENT**

Unless and until a definitive agreement between the parties with respect to any transaction discussed by the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression with respect to such a transaction by any of its partners, directors, officers, or employees except, in the case of this Agreement, for the matters specifically agreed to herein.

11. **EXPORT**

- (a) The parties agree they will not, without the prior written consent of the other party, transmit, directly or indirectly, the Confidential Information received hereunder or any portion thereof to any country outside the United States.
- (b) The parties agree that, unless prior written authorization is obtained from the disclosing party and from the United States Department of Commerce or other relevant agency of the U.S. Government, the receiving party will not knowingly reexport, directly or indirectly, the Confidential Information or the direct product of such Confidential Information to: (i) any country in Country Group S or Z of the Export Administration Regulations of the Department of Commerce (currently Libya, Cuba and North Korea); (ii) any non-civil (i.e., military) end-users or for any non-civil (i.e., military) end uses in any country in Country Group Q, W, or Y of the Export Administration Regulations (currently Albania, Bulgaria, Cambodia, Estonia, Laos, Latvia, Lithuania, Mongolian People's Republic, Romania, the geographic areas formerly known as the Union of Soviet Socialist Republics, Vietnam) or the People's Republic of China; (iii) any country subject to sanctions administered by the Office of Foreign Assets Control (currently Cuba, Iraq, Libya, North Korea and Yugoslavia, Serbia and Montenegro only); or (iv) Iran or Syria.

12. **GENERAL PROVISIONS.**

- (a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Kentucky exclusive of choice of law provisions.
- (b) The provisions of this Agreement which by their sense and context are meant to survive the expiration or sooner termination of the Agreement shall so survive.
- (c) This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written.
- (d) If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.
- (e) This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

FRANNET

PARTNER

By: _____

By: _____

Name: Todd Bingham

Name: _____

Title: President

Title: _____

Date: _____

Date: _____