**Mutual Non-Disclosure Agreement**

A business relationship may be established between **FranNet, LLC**, a New Jersey limited liability company (“FranNet”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_ corporation/limited liability company (“Company”). In connection therewith, each party may furnish to the other certain confidential, proprietary information (hereinafter the "Information") which such disclosing party regards as valuable and confidential. In consideration of the foregoing, and in order to induce each party to furnish certain Information to the other, the receiving party agrees that it will use the Information solely in connection with the contemplated business relationship and that it will retain the Information in strict confidence and will not disclose it to others, except employees of such receiving party who are required by their duties to have knowledge thereof. All employees who have received any Information shall be instructed as to its confidential nature and shall agree not to disclose the Information for any purpose not related to the contemplated business relationship. The receiving party agrees to use at least the same degree of care to avoid disclosure or use of such Information as the receiving employs with respect to its own proprietary information of like importance.

At the conclusion of the relationship, or upon the earlier request of the disclosing party, the receiving party shall return to the disclosing party, all samples, diagrams, documents, memoranda, notes and other writings constituting the Information supplied, and the receiving party will not retain any copies, extracts or other reproductions of such documents, in whole or in part.

The receiving party agrees that with respect to the Information received by it from the disclosing party, it will not, indefinitely, directly or indirectly, disclose the Information to any third party, or utilize the Information for itself or to the detriment of the disclosing party. With regard to Information that constitutes “trade secrets” as defined under applicable law, the receiving party will not disclose or utilize the trade secrets of the disclosing party for as long as such Information retains trade secret status under applicable law.

As used in this Agreement, the term "Information" shall include but not be limited to all information processes, methods, practices, fabrications, techniques, technical plans, computer programs and related documentation, customer lists, price lists, manufacturing processes, supplier lists, marketing plans, financial information, trade secrets and any other compilations of information which relate to the business or prospective business of the disclosing party and which have not otherwise been disclosed by the disclosing party to the general public.

The above provisions will not apply to any information which:

 (a) is now, or which hereafter, through no act or failure to act on the part of the receiving party becomes generally known or available;

 (b) is known by the receiving party prior to the time of receiving the Information and the receiving party can demonstrate its prior knowledge;

 (c) is lawfully obtained by the receiving party from a third party as a matter of right and without restriction on disclosure;

 (d) is independently developed by or for the receiving party independently of and without reference to the received Information; or

 (e) is disclosed pursuant to the requirement or request of a governmental agency or disclosure permitted by operation of law.

Nothing herein shall obligate either party to disclose to the other any Information, and nothing herein shall obligate either party to enter into any other agreement or arrangement with the other.

The receiving party acknowledges and agrees that disclosing party's remedy at law for any breach under this Agreement would be inadequate and each party therefore agrees and consents that temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision of this Agreement, without the necessity of proof of actual damage. If the scope of any restriction contained in this Agreement is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law and each party agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

The parties' respective obligations under this Agreement shall survive the termination of the business relationship regardless of the manner of such termination and shall be binding upon the respective parties' heirs, successors and assigns.

This Agreement shall be governed by the laws of the State of New Jersey, and there are no understandings, agreements or representations, express or implied, not specified herein. In the event either party institutes legal proceedings against the other arising out of a breach of this Agreement, same shall be litigated in Middlesex County, New Jersey. This Agreement may not be amended except in writing signed by an authorized representative of the respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below their respective signatures.

FranNet, LLC Company:

By By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_