

CONFIDENTIALITY and NON-COMPETITION AGREEMENT

Print, complete, and mail to:
1472 S. Lapeer Rd. • Lake Orion, MI 48360



In agreement with Giggle Beans, LLC "The Franchisor"

In connection with the undersigned's relationship as:

- I. an employee of Giggle Beans, LLC
- II. a recipient of franchise documents in conjunction with the potential purchase of a franchise location and/or
- III. a participant in the Franchisors training program ("Training Program"), and in consideration of Giggle Beans, LLC providing the undersigned with certain confidential and proprietary information relating to the present and future business of Giggle Beans, LLC, the undersigned hereby covenants and agrees to the following terms and conditions in favor of Giggle Beans, LLC

1. In this Confidentiality and Non-Competition Agreement, "Confidential Information" means all financial, technical, operational, commercial, marketing, management, and other information and data which is either directly or indirectly or now or hereafter disclosed to the undersigned from Giggle Beans, LLC and includes any information or knowledge concerning the method and nature of the Franchisors operations or policies, or the methods of manufacturing, preparation, training, promotion, sale or distribution, in any Giggle Beans, LLC location or information or knowledge used for or employed by the Franchisor in and about it's business and which may be communicated to the undersigned during the course of his or her employment, investigation into the purchase of a franchise or any participation in any training program or until the execution of a formal Franchise agreement between Giggle Beans, LLC and the undersigned.

2. In this Confidentiality and Non-Competition agreement, Giggle Beans, LLC means a Michigan Limited Liability Company, Corporate or Franchised, operating under a trade-name that includes the words Giggle Beans and associated trademarks and/or patents, and is either owned by an affiliate or associate of the Franchisor or someone who is duly licensed by the Franchisor.

3. The Confidential Information shall be kept in strict confidence and the undersigned will not, without Giggle Beans prior written consent, disclose any Confidential Information to any third party.

4. The undersigned further agrees that access to Confidential Information will be limited and restricted to the undersigned during the course of the Training Program and until the execution of a formal Franchise Agreement between Giggle Beans, LLC and the undersigned.

5. Confidential Information that is subject to the restrictions of this Confidentiality and Non-Competition Agreement does not include information which is required to be disclosed by applicable law or order of a court of competent jurisdiction or Government department or agency, provided that prior to such disclosure the undersigned will consult with the Franchisor as to the proposed form, nature and purpose of the Disclosure.

6. At any time upon a Giggle Beans, LLC request the undersigned shall return the Confidential Information to Giggle Beans, LLC forthwith and shall return and/or destroy any unauthorized copies either electronic or otherwise, together with any notes, summaries, analysis, and other information developed by or for the undersigned in relation to the Confidential Information (which shall be considered part of the Confidential Information, and shall be subject to the same terms and conditions as the Confidential Information.)

7. The undersigned acknowledges that disclosure of the Confidential Information may not result in any agreement or arrangement between the parties as to the undersigned's investment in a Giggle Beans, LLC Franchise; nevertheless the undersigned agrees to be bound by the terms of this Confidentiality and Non-Competition Agreement.

8. The undersigned acknowledges the competitive value and sensitive nature of the Confidential Information and the irreparable damage that would result to the Franchisor if any of the Confidential Information was disclosed to any third party. Accordingly the undersigned agrees that the Franchisor shall be entitled to equitable relief, including injunction and specific performance, and the undersigned consents to the preliminary or ex parte issuance of such relief by any court of appropriate jurisdiction.

9. The undersigned agrees that it shall,

a) Be liable to the Franchisor and each of its agents, shareholders directors, officers, and employees, for all losses, costs, damages, expenses and liabilities whatsoever which the franchisor or any of its agents, servants, directors, officers and employees may suffer, sustain or incur and;

b) Indemnify and save harmless the Franchisor and each of its agents, shareholders, servants, directors officers, and employees from and against any or all claims of liability to any third party, in respect of all matters which may arise out of any direct or indirect breach of this Confidentiality and Non-Competition Agreement.

10. The undersigned shall not in any capacity whatsoever, directly or indirectly, either individually, or in partnership or in conjunction with any person, firm, association, syndicate, company, corporation, partnership, joint venture or other entity, as principal, agent consultant, shareholder, employee or in any other manner whatsoever, carry on or be engaged in or concerned with or advise, or permit his or its name or any part thereof to be used within 100 miles of any Giggle Beans, LLC branch or operation or under construction at the date of this Confidentiality and Non-Competition Agreement in a business which is the same or substantially similar to the business of a Giggle Beans Store or Franchised operation during the term of this agreement and for a period of five years after its expiration or termination, or until a Franchise agreement is executed, or for any reason whatsoever, unless prior approval of the Franchisor is obtained in writing.

11. The undersigned is aware of, and acknowledges that the Confidential Information is extremely sensitive to the Franchisors business and of extreme importance thereto. It is therefore necessary that this Confidentiality agreement shall remain in full force and effect for a period of Five years from the date hereof, notwithstanding that the confidential Information may have been returned or the copies destroyed.

Further this confidentiality agreement shall be binding upon and ensure to the benefit of Giggle Beans, LLC, and their respective successors and assigns.

Dated this _____ day of _____ in the year _____.

WITNESSES:

_____ /s/ _____

Print Name: _____ Print Name: _____

_____ /s/ _____

Print Name: _____ Print Name: _____



www.gigglebeans.net
franchise@gigglebeans.net

