



CONFIDENTIALITY AGREEMENT

Utah Business Consultants Client Name/Number: 95010 Franchise Bakery

This Confidentiality Agreement ("Agreement") will confirm our mutual understanding in connection with Utah Business Consultants ("UBC" or "Broker") providing, and your receipt of, information regarding the number designated Company listed above ("The Company").

1. "Information" means all oral or written data, reports, records or materials ("Information") obtained from The Company or Broker, including the name, address, and type of business of The Company, the knowledge that The Company may be considering a sale, or even the fact that Information has been provided. Information shall not include, and all obligations as to non-disclosure by the undersigned shall cease to any part of, such Information to the extent that such Information: (i) is or becomes public other than as a result of acts by the undersigned; (ii) can be shown was already known to the undersigned at the time of its disclosure hereunder; (iii) is independently obtained by the undersigned from a third party having no duty of confidentiality to The Company; (iv) is independently developed by the undersigned without use of any Information supplied hereunder; or (v) is obligated to be disclosed pursuant to applicable law, regulation or legal process.

2. Information is being furnished solely in connection with your consideration of the acquisition of The Company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to those of your employees, officers, affiliates, accountants, lawyers, advisers, financing sources, representatives and agents ("Representatives") whose knowledge of the Information is required for you to evaluate The Company as a potential acquisition and who shall assume the same obligations as you under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such Representatives to the terms of this agreement. The undersigned further agrees that it will not interfere with any business of The Company through the use of any Information or knowledge acquired under this Agreement nor use any such Information for its own account. Notwithstanding the foregoing, the Company acknowledges that the undersigned may now and in the future, investigate other potential acquisition targets or investment opportunities, including those in the same industry as the Company. Nothing in this Agreement shall prevent the undersigned from investing in such opportunities.

Undersigned further agrees not to contact The Company, its owners or its landlords, employees, suppliers or customers, or make any communications except through Broker, provided that nothing contained herein shall prevent the undersigned or its affiliates from conducting normal business operations unrelated to this potential Transaction, and provided further that nothing contained herein shall prevent the undersigned from employing any person who makes an unsolicited contact for employment or responds to a general media advertisement or non-directed search inquiry. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business or Real Estate presented by Broker will be conducted exclusively through Broker. The undersigned agrees to copy Broker on all electronic communications with The Company.

3. It is understood that The Company is the intended party and beneficiary whose rights are being protected and may enforce the terms of this Agreement as if it were a party to this Agreement.

4. All Information shall be promptly destroyed, as directed in writing by The Company or Broker. The undersigned may retain one archive copy of Confidential Information as a record to facilitate compliance with this Agreement, which shall remain subject to the terms and conditions of this Agreement.

5. It is understood that (a) no representations or warranties are being made as to the completeness or accuracy of any Information and (b) any and all representations and warranties shall be made solely by The Company in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.

6. The undersigned acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition. The undersigned agrees to utilize their own legal counsel, CPA and other advisors in connection with their due diligence review. The undersigned further acknowledges and agrees that no legal advice or other advice has been given or will be given by Utah Business Consultants, its agents or employees to the undersigned.

7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof.

8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

Please **complete in full, printing legibly** and include suite or floor number when applicable:

Signature: _____ Date _____

Name of Individual: _____ Organization: _____

E-Mail: _____ Telephone: _____

Address: _____ City, State, Zip: _____