



CONFIDENTIALITY AGREEMENT

In consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, intending to be legally bound, hereby agree as follow:

1. In connection with doing business between _____ affiliates and associates (collectively the "Candidate") and NinjaBE Franchise Ventures LLC (The "Franchisor" or "NINJABE "), it is anticipated that certain employees, agents and sub-contractors of the Candidate will be provided with access to certain confidential information regarding NINJABE , including, without limitation, oral and written legal, business, financial, and other information, technical data, trade secrets, manuals, systems, ideas and other proprietary information, in written oral, electronic, photographic, and/or other forms concerning NINJABE (collectively the "**Confidential Information**"). Such Confidential Information may include information provided the Candidate by its Clients under other Confidentiality Agreements. Such information will be covered by this Agreement.
2. The Confidential Information shall be used by the Candidate solely for the purpose of assisting the Candidate in its evaluation of the NINJABE Business and Franchise Opportunity in the territory of TBD . The Confidential Information is proprietary and confidential to NinjaBE and is, and shall remain, the property of NINJABE . The Confidential Information and any documentation or other information to the extent derived from, or based upon the Confidential Information, shall be returned to NINJABE upon request.
3. The Candidate shall hold the Confidential Information in strict confidence and shall not, without the prior written consent of NINJABE, disclose or release the Confidential Information to any person or party, whether or not an employee of either party to the Agreement not having a legitimate need to know.
4. The confidentiality and non-disclosure obligations discussed herein shall not apply if, and to the extent that: (i) the Confidential Information was known to the Candidate prior to its receipt from NINJABE or an employee or affiliate of NINJABE , provided that such information is not known to be subject to another confidentiality agreement with or other obligation or secrecy to the Candidate, NINJABE or another party; (ii) the Confidential Information is or becomes part of the public domain other than as a result of a disclosure by the Candidate; (iii) the Confidential Information is rightfully disclosed to the Candidate by a third party without restrictions provided that the Candidate reasonably believes that such source is not bound by a confidentiality agreement with or other obligation of secrecy to NINJABE or another party; or (iv) similar information is independently developed by the Candidate without access to NINJABE ' Confidential Information.

5. The Candidate acknowledges that NINJABE may exercise all legal and equitable remedies available to it in enforcing this agreement (the “**Confidential Agreement**”). The Candidate also acknowledges that a violation of the terms of the Confidentiality Agreement will cause irreparable injury to NINJABE , for which no adequate remedy at law may be available, and NINJABE may, among other things, seek the issuance of an injunction prohibiting any conduct by the Candidate in violation of the terms of this Confidentiality Agreement. If NINJABE prevails in any litigation or other legal action required to enforce this Confidentiality Agreement, the Candidate agrees that NINJABE ’s relief may include all costs and expenses, including reasonable attorney’s fees, incurred by NINJABE in enforcing this Confidentiality Agreement.
6. The obligations of the Candidate and NINJABE under this Confidentiality Agreement shall be perpetual, and shall survive the termination of the Candidate and NINJABE ’s relationship with each other.
7. This Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri in the United States of America.

Agreed to and accepted as of the _____ day of _____, 2018.

Franchise Candidate:

NINJABE® Representative:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Company: _____

Company: _____

