



**REQUEST FOR INFORMATION
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Request for Information, Confidentiality and Non-Disclosure Agreement (the "Agreement") is made by _____ ("Recipient") in favor of YGFY, LLC an Illinois limited liability company, inclusive of its related entities, and affiliates (each and/or all, "YGFY") on this _____ day of _____, 201__:

RECITALS

WHEREAS, by execution of this Agreement, Recipient has requested information and documents from YGFY in connection with the potential purchase by Recipient of a **yumz gourmet frozen yogurt** franchise; and

WHEREAS, in the course of their discussions, YGFY may disclose Confidential Information to Recipient; and

THEREFORE, the Recipient agrees to execute this Agreement to govern the disclosure of Confidential Information, as hereafter defined.

TERMS AND CONDITIONS

1. **Incorporations by Reference.** The aforestated recitals are incorporated herein by reference.
2. **Adequate Consideration.** Recipient acknowledges full and adequate consideration for each term and condition of this Agreement.
3. **Definitions.** For purposes of this Agreement:
 - (a) "Confidential Information" shall include all information, materials or documents disclosed or made available by YGFY to Recipient as a consequence of or due to Recipient's request for information to YGFY. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of YGFY whether or not such information is identified as Confidential Information by YGFY.

- (b) "Recipient" shall include Recipient, the entity he or she represents, and all affiliates, subsidiaries, and related companies of Recipient. For purposes of this Agreement, the term "Representative" shall include Recipient's directors, officers, employees, agents, and financial, legal, and other advisors.

4. Use. Recipient and its Representatives shall use the Confidential Information solely for the purposes related to acquisition of a **yumz gourmet frozen yogurt** franchise. Nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any of YGFY's Confidential Information

5. Permitted Disclosures. Recipient may disclose YGFY's Confidential Information to Recipient's Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate rights and duties pursuant to the Loan Documents and only if such responsible representatives are advised of the confidential nature of such Confidential Information and the terms of this Agreement and agree, in writing, to be bound by this Agreement. Recipient may also disclose YGFY's Confidential Information if and to the extent that such disclosure is required by court order, provided that Recipient provides YGFY a reasonable opportunity to review the disclosure before it is made and given the opportunity to interpose its own objection to the disclosure.

6. Confidentiality. Recipient and its Representatives shall not disclose any of the Confidential Information in any manner whatsoever, except as specifically allowed and provided in this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Recipient hereby agrees to defend, hold-harmless, indemnify YGFY against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by YGFY as a result of a breach of this Agreement by Recipient or its Representatives.

7. Exclusions. Confidential Information does not include information that Recipient can demonstrate by written evidence: (a) was in Recipient's possession prior to its being furnished to Recipient, provided the source of that information was not bound by a confidentiality agreement; (b) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known to the public; (c) is rightfully obtained by Recipient from a third party, without breach of any obligation to YGFY; or (d) is independently developed by Recipient without use of or reference to the Confidential Information.

8. Irreparable Harm. Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause YGFY irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that YGFY shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as YGFY shall deem appropriate, without need of bond. Such right of YGFY is to be in addition to the remedies otherwise available to YGFY at law or in equity. Recipient expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by YGFY.

9. Survival. This Agreement shall continue in full force and effect at all times.

10. Successors and Assigns. This Agreement and each party's obligations hereunder shall be binding on the representatives, assigns, and successors of such party and shall inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of Recipient hereunder are not assignable.

11. Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees and court costs, at both the trial and appellate levels, in the enforcement of any of the conditions, terms, and provisions of this Agreement.

Dated this ____ day of _____ 201__.

RECIPIENT

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Fax this completed agreement to 847-697-4178. Thank you.