

CONFIDENTIALITY, NON-DISCLOSURE, NON-CIRCUMVENTION AGREEMENT

Gajavaktra LLC- Quiznos

This Agreement will confirm the mutual understanding between Gajavaktra LLC (Seller), who is providing information to you, the undersigned, as a prospective buyer (Buyer), and your receipt of that information, regarding the business designated below, either by name or by description, and later referred to as the "Company", the "Business" or the "Seller."

Describe Business: Quiznos Golden Plaza Store # 13117 in Plano, TX

"Seller" shall mean the Seller and its agents, employees, officers, directors, shareholders, co-brokers, representatives, independent contractors and affiliates.

"Buyer" shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation or as an agent, consultant or advisor or any similar capacity for or to any business entity or another individual.

In order to induce the Seller to furnish Information regarding the Business (the "Information") to Buyer, for Buyer's evaluation and possible purchase of said Business and in consideration for the Seller furnishing such Information, Buyer understands, agrees, represents and warrants to Seller the following:

1. The undersigned agrees that Information is being furnished solely for the undersigned's purpose of evaluating the Information for the purpose of acquiring the Company and that the Information shall be treated as "secret", "proprietary" and "confidential" and no portion of it shall be disclosed to others, except to those such as, employees and agents whose knowledge of the Information is required to evaluate the Company as a potential acquisition for the Buyer and who shall assume the same obligations listed in this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents as to the terms of this Agreement.
2. The Buyer agrees not to utilize, now or in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business; including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business. The undersigned agrees that it will not hire any of the Company's employees, nor interfere in any way with any of its business using knowledge acquired under this Agreement nor use any such Information in a manner harmful to the Company.
3. Buyer will not utilize any furnished proprietary Information to enter into and/or engage in competition with the Business or assist or promote any other party(s) in doing so. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof.
4. The "Information" means all oral or written data, reports, records or materials obtained from Seller or the Company, 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 nondisclosure by the undersigned shall cease to be any part of such Information to the extent that such Information: (a) is or becomes public other than as a result of acts by the undersigned; (b) can be shown was already known to the undersigned at the time of its disclosure hereunder; (c) is independently obtained by the undersigned from a third party having no duty of confidentiality to the Company; or (d) is obligated to be disclosed pursuant to applicable law, regulation or legal process.
5. 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.
6. The Buyer agrees not to visit the business or contact the Company, employees, suppliers or customers of the Business without express permission of Seller. All communications shall be directed through the Seller unless otherwise specified in writing.
7. Please attach copy of Driving License.

Signature

Date

Print Name

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