



TIMMYT'S RESPECTS THE PRIVACY OF YOUR INFORMATION. WE WILL USE THE INFORMATION YOU PROVIDE TO EVALUATE YOUR BUSINESS QUALIFICATIONS AS A TIMMY T'S FRANCHISEE. PLEASE FILL IN THE FOLLOWING INFORMATION AS COMPLETELY AS POSSIBLE.

PRIVACY POLICY: ALL INFORMATION PROVIDED IS KEPT CONFIDENTIAL AND WILL NOT BE DISCLOSED EXCEPT FOR PURPOSES OF VERIFICATION.

PLEASE ANSWER ALL QUESTIONS, PLEASE WRITE CLEARLY OR PRINT

LAST NAME		FIRST NAME		MIDDLE NAME	OCCUPATION
DATE OF APPLICATION	BIRTHDATE		AGE		TELEPHONE NUMBER
CURRENT ADDRESS		CITY	STATE	ZIP	HOW LONG?
FULL NAME OF SPOUSE (IF APPLICABLE)			OCCUPATION OF SPOUSE (IF APPLICABLE)		
DO YOU OR ANYONE INVOLVED IN THE BUSINESS HAVE A CRIMINAL RECORD? PLEASE EXPLAIN.					

APPLICANT'S BUSINESS PLAN

WILL THE BUSINESS BE OWNED AND OPERATED BY YOURSELF OR A GROUP?
PLEASE EXPLAIN FULLY.
WHAT IS IT ABOUT TIMMY T'S MODEL THAT APPEALS TO YOU?
AMOUNT OF CAPITAL AVAILABLE FOR THIS BUSINESS?
DESCRIBE FULLY - WHERE IS THE CAPITAL?

**SAVINGS/CHECKING:****HOME:****STOCKS/BONDS:****VEHICLES:****LIFE INSURANCE:****OTHER ASSETS:****TERRITORY FOR WHICH APPLICATION MADE****CREDIT SCORE****WHAT OTHER TERRITORIES WOULD YOU CONSIDER?**

The Undersigned confirms that the above information is provided to the best of his/her knowledge. Applicant gives consent and authorizes the Franchisor and all of Franchisor's representatives to make any and all inquiries necessary to verify the information provided herein. This information includes, but is not limited to, direct contact with the Applicant's current and previous employers, credit holders, credit references, and financial institutions.

Date**Signature**

TIMMY T'S NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of this between Timmy T's ("Company") and ("Recipient").

RECITALS

WHEREAS, Company possesses valuable information, data and know-how relating to, among other things, information related to processes, practices and protocols for the sale, development and delivery of operating a sandwich and food services business (as defined below, "Confidential Information");

WHEREAS, Recipient is interested in receiving such Confidential Information to determine the desirability of entering into a business relationship with the Company; and

WHEREAS, Recipient acknowledges that the Company has invested substantial funds and effort in developing the Confidential Information.

AGREEMENT

NOW, THEREFORE, Company and Recipient agree as follows:

1. **Purpose.** Company and Recipient wish to explore a business opportunity of mutual interest and in connection with this opportunity, Company may disclose to Recipient certain confidential technical and business information which Company desires Recipient to treat as confidential.

2. **"Confidential Information"** means any information disclosed to Recipient by Company, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, drawings, sketches, designs, price schedules, service agreements, marketing materials, databases, logos and/or other symbols used by the Company, and the Company's intangible assets, including without limitation concepts, formats, formulas, processes, practices and protocols and all information relating to Company's business model and business strategies, including Company's desire and intent to franchise. Furthermore, "Confidential Information" also includes information relating to Company's customers (including, without limitation, their identity, location, principal contacts, product preferences and pricing schedules). Confidential Information may also include information disclosed to Company by third parties. Confidential Information shall not, however, include any information which Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipient by Company; (ii) becomes publicly known and made generally available after disclosure to Recipient by Company through no action or inaction of Recipient; or (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Company as shown by Recipient's files and records immediately prior to the time of disclosure.

3. **Non-Use and Non-Disclosure.** Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business

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relationship between the Recipient and Company. Recipients agree not to disclose any Confidential Information to third parties or to employees of the Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects or intangible assets as defined above, which embody Company's Confidential Information and which are provided to Recipient hereunder.

4. **Maintenance of Confidentiality.** Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipient shall take at least those measures that the Recipient takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipient shall not make any copies of Confidential Information unless the same are previously approved in writing by the Company. Recipient shall reproduce Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipient shall immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information.

5. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Recipient shall be and remain the property of Company and shall be promptly returned to Company upon Company's request. In no event shall the Recipient have the right to use or exploit Residuals for any purpose after return of Confidential Information to the Company. As used herein, "Residuals" shall mean ideas, information and understandings retained in the memory of the Recipient or Recipient's employees as a result of their review, evaluation and testing of the Confidential Information.

6. **Non-Solicitation.** Recipient may not, for a period of 2 years following the date of this Agreement, directly or indirectly (whether on Recipient's own behalf or on behalf of another), solicit, call upon, communicate with, or attempt to communicate with any employee, consultant, customer, distributor, partner, joint venturer or supplier of the Company for any of the following: (i) to cease his or her relationship with the Company, (ii) to offer or promote any Competitive Goods or Services, as that phrase is defined below; or (iii) to become associated with Recipient or to any person or entity that provides Competitive Goods or Services. For purposes of this Agreement, "Competitive Goods or Services" means sandwich and food services.

7. **Non-Competition.** Recipient may not, for a period of 2 years following the date of this Agreement, directly or indirectly (whether on Recipient's own behalf or on behalf of another), in the Restricted Territory (as that phrase is defined below), provide Competitive Goods or Services or act as an officer, manager, advisor, executive, controlling shareholder, salesperson, or consultant to any person or entity that provides Competitive Services. For purposes of this Agreement, "Restricted Territory" means: (i) the United States, as the Company does market and intends on marketing its goods or services or franchises to sell its goods or services throughout the United States; and (ii) within twenty miles of any of the locations serviced by the Company or by any of the Company's licensees or franchisees at any time during this 2-year period.

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8. **Reasonableness; Remedies.** Recipient agrees that the restrictions contained in Sections 3 through 7 of this Agreement are fair and reasonable and necessary for the protection of the legitimate business interests of the Company. Recipient agrees that the Company will or would suffer irreparable injury if Recipient were to violate any of the provisions of Sections 3 through 7 and that in the event of any actual or threatened breach by Recipient of those provisions, the Company shall be entitled (in addition to any other rights and remedies available to it, including without limitation, recovery of damages), to an immediate injunction restraining Recipient from such breach.

9. **Severability.** Sections 3 through 7 of this Agreement are separate and independent covenants, and the invalidity or unenforceability of one or more of these provisions or covenants shall not affect the validity or enforceability of the remaining provisions or of the other covenants of this Agreement. If permitted under law, invalid or unenforceable clauses or covenants shall be redrafted or otherwise modified to make such provisions valid and/or enforceable.

10. **No Obligation.** Nothing herein shall obligate Company or Recipient to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Such termination shall not affect

Recipient's obligations under this Agreement.

11. **No Warranty.** All confidential information is provided "as is". Company makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.

12. **No License.** Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, mask work right or copyright of Company, nor shall this Agreement grant the Recipient any rights in or to Confidential Information except as expressly set forth herein.

13. **Term.** This Agreement shall survive for the longer of: (i) two years from the date of this Agreement; or (ii) until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient (or, if such time period exceeds the maximum allowed by applicable law, then for the longest time period allowed by such applicable law).

14. **Recipient Information.** Company does not wish to receive any confidential information from the Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by Recipient.

15. **Miscellaneous.** This Agreement shall bind and insure to the benefit of the parties hereto and their successors and assignees. This Agreement shall be governed by the laws of the state of Florida, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement

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may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement below to indicate their acceptance of its terms.

Timmy T's
COMPANY

RECIPIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____