

# CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between \_\_\_\_\_ ("Confidant"), and MNM Enterprises, Inc. ("the Company").

## WITNESSETH:

**WHEREAS**, the Confidant and *The Company* are about to engage in certain discussions and contacts for the purpose of determining whether they will enter into certain business transactions between *The Company* and Confidant; and

**WHEREAS**, *The Company* would not commence or enter into any discussions or contacts with the Confidant nor provide any information to the Confidant concerning the properties and/or business publicized as Bagel/Deli, Frederick, MD.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Confidant acknowledges and agrees that during the course of the discussions and contacts between the parties as contemplated by this Agreement, *The Company*, its agents and/or employees, will provide Confidential Information to the Confidant, and the Confidant further acknowledges and agrees that divulgence of this Confidential Information, either directly or indirectly, to competitors of *The Company*, and/or use of this Confidential Information by Confidant in Confidant's own business, would be seriously detrimental to *The Company* and would cause *The Company* irreparable injury to the Business and/or property and to the value of its Confidential Information. The Confidant therefore covenants and agrees:

a. Except as required by law, that Confidant will not reveal and/or display the Confidential Information to any third party or entity, including any Affiliate, except only to those advisors or Confidant whose knowledge of such Confidential Information is reasonably necessary in furtherance of the purposes contemplated by this Agreement; for purposes of this Agreement, an "Affiliate" is defined as any entity, including without limitation, partnerships, joint ventures and corporations, in which Confidant or any stockholder, partner, or employee of Confidant has an interest, direct or indirect, and

b. (i) That Confidant shall upon request return to *The Company* all written or other materials containing Confidential Information, in whole or in part, and all other depositories of Confidential Information including copies thereof in the possession of the Confidant and its advisors, and prepared by *The Company*; and

(ii) With reference to Confidant's work product based in whole or in part the confidant shall destroy the same and all copies thereof and certify to *The Company* that the destruction has occurred; and

c. The Confidant shall not directly or indirectly use the Confidential Information, or any part thereof, whether on behalf of itself or any Affiliate, for any purpose whatsoever other than in furtherance of the purposes contemplated by this Agreement.

d. For purposes of this Agreement, the term "Confidential Information" shall mean all documents and information in writing and otherwise, of a confidential and/or proprietary nature including, without limitation, documents and information concerning *The Company* financial history and condition, lease information, customer lists, marketing practices and techniques, trade names, customer product line, accounts payable and receivable, trade secrets, physical plant, employees, and any and all of such other documents and information which *The Company* may make available to the Confidant in furtherance of the discussions contemplated herein.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Furthermore, this Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Maryland.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the date and year first above written.

**Prospective Purchaser:**

**Buyer's Agent:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date