

CONFIDENTIALITY AGREEMENT

This Agreement is made between _____ (“Applicant”) individually and for any related business entity, its officers, directors, partners, employees, agents and advisors and RoundGrille Franchise Systems, Inc. (hereinafter “FiRE+iCE”), a Massachusetts limited liability company.

WHEREAS Applicant has requested information from FiRE+iCE for the purpose of purchasing a franchise from FiRE+iCE.

NOW THEREFORE, Applicant agrees as follows:

1. Without the specific prior written approval of FiRE+iCE, Applicant will not disclose, other than to Applicant’s advisors listed below, any information obtained hereunder, or in the course of its investigation, to any person or organization, not herein authorized or make known to others, by disclosure or confirmation, any and/or all of the materials provided to Applicant, by FiRE+iCE, including, but not limited to, FiRE+iCE Franchise Offering Disclosures and the contents therein. Applicant will limit dissemination of information to such of its senior executives, their staffs, attorneys, outside auditors, advisors, Boards and lending institutions as is appropriate and necessary to evaluate and close the contemplated transaction. Applicant further represents and warrants that all such persons shall be required to honor and assume confidentiality at least coextensive in scope as that imposed by this paragraph.

2. This Agreement applies to all information received by Applicant from FiRE+iCE now and in the course of future investigations or negotiations, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could cause substantial and irreparable harm to FiRE+iCE. In the event that Applicant knowingly breaches or violates any provision of this Agreement within two (2) years of the effective date of this Agreement, FiRE+iCE shall be entitled to an injunction restraining any violation of this Agreement and to recover all actual damages substantiated by FiRE+iCE together with reasonable attorney’s fees and expenses of suit attributable, directly or indirectly to Applicant’s breach or violation of any provision of this Agreement.

3. All information provided shall be used by Applicant for the sole purpose of evaluating the franchise acquisition decision and shall not at any time, or in any manner, be utilized for any other purpose. Immediately upon either FiRE+iCE’s or Applicant’s decision not to approve/pursue its franchise application, Applicant will promptly return all information furnished, in whatever form, without retaining copies, summaries or extracts.

4. For a period of two (2) years after the effective date of this Agreement, Applicant will not use any information gathered or obtained concerning FiRE+iCE or

otherwise disclose any information concerning the financial or business affairs of FiRE+iCE, obtained during the course of the pursuit of a FiRE+iCE franchise, to the detriment of FiRE+iCE's operations in Massachusetts or anywhere else that it currently does business; or to compete with FiRE+iCE in Massachusetts or anywhere else that it currently does business, including, without limitation, the operation of any type of restaurant inside of any hotel in the State of Hawaii that exists as of the date of this Agreement or may exist in the future and is owned by Marriott Hotels or and affiliated Marriott Hotel chain.

5. Applicant will not contact FiRE+iCE's banker, accountant, attorney, employees, vendors, competitors or customers who might have information concerning FiRE+iCE without written permission of FiRE+iCE.

6. Applicant assumes full responsibility for his reliance upon such information and expressly waives all rights of recourse, if any, against FiRE+iCE for Applicant's reliance thereon, except for misrepresentations knowingly made by FiRE+iCE.

7. If any of the provisions of this Agreement is held to be unenforceable because of the scope, interests protected, duration of its applicability, the court making such determination shall have the power to modify such scope, interests protected, duration of area or all of them, and such provision shall then be applicable in such modified form.

8. This Agreement shall be construed in accordance with and governed by the laws of the State of Massachusetts.

9. If FiRE+iCE brings any legal action or other proceeding for the enforcement of this Agreement, it shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appeals, bankruptcy and post judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which FiRE+iCE may be entitled. Attorneys fees include paralegal fees, administrative costs and all other charges billed by the attorney.

10. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or non-enforceable provisions were omitted.

11. No modification, amendment or waiver of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties, or unless modified by order of a court of competent jurisdiction.

Agreed and Accepted this day of , 200_.

Witness

By:

RoundGrille Franchise Systems, Inc.

Witness

By:
Its: