

Franchisee Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of [Date] by and between [Franchisor Name], a [State] corporation, having its principal place of business at [Address] ("Disclosing Party"), and [Franchisee Name], a [State] corporation, having its principal place of business at [Address] ("Receiving Party").

1. Definition of Trade Secrets

For the purposes of this Agreement, "Trade Secrets" shall include all confidential and proprietary information, whether in oral, written, or electronic form, relating to the business of the Disclosing Party, including but not limited to business plans, financial information, customer lists, marketing strategies, and operational procedures.

2. Obligations of Receiving Party

The Receiving Party agrees to:

- Maintain the confidentiality of the Trade Secrets.
- Not disclose any Trade Secrets to any third party without the prior written consent of the Disclosing Party.
- Use the Trade Secrets solely for the purpose of operating the franchise.

3. Term

This Agreement shall commence on the date first written above and shall continue in effect until terminated by either party with [Number] days written notice.

4. Governing Law

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

5. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior representations and agreements, whether written or oral.

IN WITNESS WHEREOF

The parties have executed this Non-Disclosure Agreement as of the date first above written.

Disclosing Party:

[Franchisor Name]

Title: _____

Receiving Party:

[Franchisee Name]

Title: _____