

ATTACHMENT D
NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (“Agreement”) governs the disclosure of information by Papa Murphy’s International LLC (“**Company**”) to the person or entity listed as the Franchise Owner(s) on the signature block of this Agreement (“**Recipient**”) as of _____, 20____ (“**Effective Date**”).

1. “**Confidential Information**” means any and all technical and general information provided by Company to recipient, including but not limited to information relating to Company’s franchise system, underlying processes, recipes, mixes, techniques, know-how, ingredients, written documentation, operations manuals, methods of business, business plans, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Company provides regarding third parties.
2. The Recipient agrees that it will hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by the Company, and will use the confidential information for no purpose other than evaluating or pursuing a business relationship with the Company. The Recipient shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
3. The Recipient shall immediately notify the Company in the event of any loss or unauthorized disclosure of any confidential information.
4. The Recipient’s obligations under this Agreement do not apply to Confidential Information that: (a) was in the public domain before it was communicated to the Recipient through no fault of the Recipient; (b) entered the public domain after it was communicated to the Recipient through no fault of the Recipient; or (c) was in the Recipient’s possession free of any obligation of confidence at the time it was communicated to the Recipient.
5. Upon completion of the evaluation by Recipient or upon written request of the Company, the Recipient shall promptly return to the company all documents, notes and other tangible materials representing the Confidential Information and all copies thereof.
6. The recipient recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any confidential Information disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from and Confidential Information.

7. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information shall remain the property of the Company and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Company.
8. This Agreement shall be governed by and constructed in accordance with the laws of the State of Washington without reference to conflict of law principles. Any disputes under this Agreement may be brought in the applicable federal or state court for the judicial district in which Papa Murphy's International has its principal place of business at the time the action is commenced. The parties waive all issues of personal jurisdiction or venue for the purpose of enforcing this Section. This Agreement may not be amended except by a writing signed by both parties hereto.
9. The Recipient agrees that breach of this Agreement will cause Company irreparable harm for which recovery of monetary damages would be inadequate, and that the Company shall be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
10. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
11. The recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.
12. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other addresses as either party may specify in writing.

[SIGNATURES ON FOLLOWING PAGE]

PAPA MURPHY’S INTERNATIONAL LLC

By: _____
Victoria T. Blackwell
Chief Legal Officer
Date: _____

FRANCHISE OWNER:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
**(Note: use these blocks if you marked in
Section 10.2 of the Franchise Agreement that
you are an individual or a partnership but the
partnership is not a separate legal entity)**

OR

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

Signature: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
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