



CONFIDENTIALITY AGREEMENT

This agreement is by and between Synergy Franchising Corporation ("Synergy") and _____ (the "Candidate"). In connection with the consideration of a possible Synergy Franchise or License Agreement with the Candidate (the "Transaction"), Synergy is prepared to disclose to Candidate proprietary information that must remain confidential. In consideration of receiving this information, Candidate agrees to the following:

1. All information furnished, included but not limited to, any information regarding the Synergy's business, financial condition, customer lists, marketing strategies, systems, names of employees, compensation amounts and formulas, billing amounts, operations and prospects shall be deemed "Confidential Information."
2. Confidential Information does not include information which (i) is already in Candidate's possession on a non-confidential basis; (ii) becomes generally available to the public other than as a result of disclosure by Candidate or its employees, officers, directors, bankers, advisors, representatives, agents and/ or affiliates (collectively "Representatives"); or (iii) becomes available to Candidate on a non-confidential basis from a source other than Synergy.
3. Candidate agrees that it will not use Synergy's Confidential Information for any purpose other than for evaluating the Transaction. Candidate agrees that it will not use Synergy's Confidential Information for its own commercial advantage or in any manner that would be detrimental to Synergy. Unless otherwise agreed in writing or required by law (with prior notice being given to Synergy where practicable), Candidate will not disclose or allow disclosure to others of any Confidential Information; provided, however, that Candidate may disclose the Confidential Information to its Representatives who require access to such information to evaluate the Transaction. Candidate will direct its Representatives to treat the information as confidential.
4. If the Transaction will not be pursued, Candidate will return or destroy all Confidential Information in its possession, including any copies, records, notes, diskettes or other materials containing such Confidential Information.
5. Candidate recognizes and acknowledges the competitive value and proprietary nature of the Confidential Information and that damage could result to Synergy if any nature of the Confidential Information is disclosed to a third party. Therefore, Candidate agrees

that Synergy will be entitled to equitable relief, including injunction, in the event of a breach of this Agreement.

6. Candidate understands that Synergy does not guarantee, represent or warrant the accuracy or completeness of the Confidential Information. Candidate acknowledges its responsibility to perform a due diligence review at its cost and expense prior to any Transaction.
7. The Candidate is aware and will advise its Representatives that the United States securities laws prohibit the purchase or sale of securities based on any material, nonpublic information received from Synergy. The securities laws also prohibit the communication of such information to any other person, where it is reasonably foreseeable that the person is likely to purchase or sell such securities.
8. Each party agrees that unless and until a definitive agreement between Synergy and the Candidate with respect to a Transaction has been executed and delivered, neither Synergy nor the Candidate is under any legal obligation with respect to such Transaction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Indiana. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in Valparaiso, Indiana over any suit, action or proceeding arising out or relating to this Agreement, waives any objection to the laying of venue in any such court and waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Accepted and agreed to by:

Synergy Franchising Corporation

Candidate Name: _____

By: _____
Brian Kazmucha

By: _____

Title: VP, Marketing & Public Relations

Title: _____

Date: _____

Date: _____