



INTERNATIONAL CONFIDENTIALITY AGREEMENT

In consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties, intending to be legally bound, hereby agree as follows:

1. In connection with doing business between _____, affiliates and associates (collectively the "Candidate") and New Orleans Brew, L.L.C (the "Franchisor", it is anticipated that certain employees, agents and sub-contractors of the Candidate will be provided with access to certain confidential information regarding New Orleans Brew, L.L.C, including, without limitation, oral and written legal, business, financial and other information, technical data, trade secrets, manuals, systems, ideas and other proprietary information, in written, oral, electronic, photographic and/or other forms concerning New Orleans Brew, L.L.C (collectively the "**Confidential Information**"). Such Confidential Information may include information provided the Candidate by its Clients under other Confidentiality Agreements. Such information will be covered by this Agreement.

2. The Confidential Information shall be used by the Candidate solely for the purpose of assisting Candidate in its evaluation of the New Orleans Brew, L.L.C business and Franchise Opportunity in the territory of _____. The Confidential Information is proprietary and confidential to New Orleans Brew, L.L.C and is, and shall remain, the property of New Orleans Brew, L.L.C. The Confidential Information and any documentation or other information to the extent derived from, or based upon the Confidential Information, shall be returned New Orleans Brew, L.L.C S upon request.

3. The Candidate shall hold the Confidential Information in strict confidence and shall not, without the prior written consent of New Orleans Brew, L.L.C, disclose or release the Confidential Information to any person or party, whether or not an employee of either party to this Agreement, not having a legitimate need to know.

4. The confidentiality and non-disclosure obligations discussed herein shall not apply if, and to the extent that: (i) the Confidential Information was known to the Candidate prior to its receipt from New Orleans Brew, L.L.C or an employee or affiliate of NEW ORLEANS BREW, L.L.C, provided that such information is not known to be subject to another confidentiality agreement with or other obligation of secrecy to the Candidate, NEW ORLEANS BREW, L.L.C or another party; (ii) the Confidential Information is or becomes part of the public domain other than as a result of a disclosure by the Candidate; (iii) the Confidential Information is rightfully disclosed to the Candidate by a third party without restrictions provided that the Candidate reasonably believes that such source is not bound by a confidentiality agreement with or other obligation of secrecy to NEW ORLEANS BREW, L.L.C or another party; or (iv) similar information is independently

developed by the Candidate without access to NEW ORLEANS BREW, L.L.C ' Confidential Information.

5. The Candidate acknowledges that New Orleans Brew, L.L.C may exercise all legal and equitable remedies available to it in enforcing this agreement (the "**Confidentiality Agreement**"). The Candidate also acknowledges that a violation of the terms of this Confidentiality Agreement will cause irreparable injury to NEW ORLEANS BREW, L.L.C, for which no adequate remedy at law may be available, and New Orleans Brew, L.L.C may, among other things, seek the issuance of an injunction prohibiting any conduct by the Candidate in violation of the terms of this Confidentiality Agreement. If New Orleans Brew, L.L.C prevails in any litigation or other legal action required to enforce this Confidentiality Agreement, the Candidate agrees that NEW ORLEANS BREW, L.L.C ' relief may include all costs and expenses, including reasonable attorney's fees, incurred by New Orleans Brew, L.L.C in enforcing this Confidentiality Agreement.

6. The obligations of the Candidate and New Orleans Brew, L.L.C under this Confidentiality Agreement shall be perpetual, and shall survive the termination of the Candidate and NEW ORLEANS BREW, L.L.C ' relationship with each other.

7. This Confidentiality Agreement shall be governed by, and construed in accordance with, the laws of the United States of America.

Agreed to and accepted as of the ____ day of _____ 2014.

Candidate:

NEW ORLEANS BREW, L.L.C ®:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: International Representative

Address: _____

Address: 19800 MacArthur Blvd., suite 300

Irvine, California 92612 USA