

RED PHONE BOOTH RESPECTS THE PRIVACY OF YOUR INFORMATION. WE WILL USE THE INFORMATION YOU PROVIDE TO EVALUATE YOUR BUSINESS QUALIFICATIONS AS A RED PHONE BOOTH FRANCHISEE. PLEASE FILL IN THE FOLLOWING INFORMATION AS COMPLETELY AS POSSIBLE.

PRIVACY POLICY: ALL INFORMATION PROVIDED IS KEPT CONFIDENTIAL AND WILL NOT BE DISCLOSED EXCEPT FOR PURPOSES OF VERIFICATION.

PLEASE ANSWER ALL QUESTIONS, PLEASE WRITE CLEARLY OR PRINT

LAST NAME	FIRST NAME	MIDDLE NAME	OCCUPATION
DATE OF APPLICATION / /	BIRTHDATE / /	AGE	TELEPHONE NUMBER ()
CURRENT ADDRESS	CITY	STATE	ZIP
			HOW LONG?
FULL NAME OF SPOUSE (IF APPLICABLE)		OCCUPATION OF SPOUSE (IF APPLICABLE)	
DO YOU OR ANYONE INVOLVED IN THE BUSINESS HAVE A CRIMINAL RECORD? PLEASE EXPLAIN.			

APPLICANT'S BUSINESS PLANS

WILL THE BUSINESS BE OWNED AND OPERATED BY YOURSELF OR A GROUP?	
PLEASE EXPLAIN FULLY.	
WHAT IS IT ABOUT THE RED PHONE BOOTH MODEL THAT APPEALS TO YOU?	
AMOUNT OF CAPITAL AVAILABLE FOR THIS BUSINESS	
DESCRIBE FULLY – WHERE IS THE CAPITAL? SAVINGS/CHECKING: HOME: STOCKS/BONDS: VEHICLES: LIFE INSURANCE: OTHER ASSETS:	
TERRITORY FOR WHICH APPLICATION MADE	CREDIT SCORE
WHAT OTHER AREA(S) WOULD YOU CONSIDER?	

INITIALS

The Undersigned confirms that the above information is provided to the best of their knowledge. Applicant gives consent and authorizes the Franchisor and all of Franchisor’s representation to make any and all inquiries necessary to verify the information provided herein. This information includes, but is not limited to, direct contact with the Applicant’s current and previous employers, credit holders, credit references, financial institutions.

Date _____ Signed _____

**RED PHONE BOOTH
NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of this _____ between Red Phone Booth (“Company”) and _____ (“Recipient”).

RECITALS

WHEREAS, Company possesses valuable information, data and know-how relating to, among other things, information related to processes, practices and protocols for the sale, development and delivery of operating a 1920s ambiance cigar and spirits bar (as defined below, “Confidential Information”);

WHEREAS, Recipients is interested in receiving such Confidential Information to determine the desirability of entering into a business relationship with the Company; and

WHEREAS, Recipients acknowledges that the Company has invested substantial funds and effort in developing the Confidential Information.

AGREEMENT

NOW, THEREFORE, Company and Recipients agree as follows:

- Purpose.** Company and Recipients wish to explore a business opportunity of mutual interest and in connection with this opportunity, Company may disclose to Recipient certain confidential technical and business information which Company desires Recipient to treat as confidential.
- “Confidential Information” means any information disclosed to Recipients by Company, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation documents, drawings, sketches, designs, price schedules, service agreements, marketing materials, data bases, logos and/or other symbols used by the Company, and the Company's intangible assets, including without limitation concepts, formats, formulas, processes, practices and protocols and all information relating to Company's business model and business strategies, including Company's desire and intent to franchise. Furthermore, "Confidential Information" also includes information relating to Company's customers (including, without limitation, their identity, location, principal contacts, product preferences and pricing schedules). Confidential Information may also include information disclosed to Company by third parties. Confidential Information shall not, however, include any information which Recipients can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Recipients by Company; (ii) becomes publicly known and made generally available after disclosure to Recipients by Company through no action or inaction of Recipients; or (iii) is in the possession of Recipients, without confidentiality restrictions, at the time of disclosure by Company as shown by Recipients’ files and records immediately prior to the time of disclosure.

INITIALS

3. **Non-Use and Non-Disclosure & Non-Solicitation.** Recipients agree not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Recipients and Company. Recipients agree not to disclose any Confidential Information to third parties or to employees of the Recipients, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Recipients shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects or intangible assets as defined above, which embody Company's Confidential Information and which are provided to Recipients hereunder. Recipients may not for a period of 6 years following the date of this Agreement, directly or indirectly solicit, influence or entice, or attempt to solicit, influence or entice, any employee, consultant, customer, distributor, partner, joint venturer or supplier of the Company to cease his or her relationship with the other party or solicit, influence, entice or in any way divert any employee, consultant, customer, distributor, partner, joint venturer or supplier of the other party to do business directly with or in any way become associated with the Recipients or any competitor of the Company.
4. **Maintenance of Confidentiality.** Recipients agree that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Recipients shall take at least those measures that the Recipients takes to protect its own most highly confidential information and shall have its employees who have access to Confidential Information sign a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Recipients shall not make any copies of Confidential Information unless the same are previously approved in writing by Company. Recipients shall reproduce Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. Recipients shall immediately notify Company in the event of any unauthorized use or disclosure of the Confidential Information.
5. **No Obligation.** Nothing herein shall obligate Company or Recipients to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.
6. **No Warranty.** All confidential information is provided "as is". Company makes no warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
7. **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Recipients shall be and remain the property of Company and shall be promptly returned to Company upon Company's request. In no event shall the Recipients have the right to use or exploit Residuals for any purpose after return of Confidential Information to the Company. As used herein, "Residuals" shall mean ideas, information and understandings retained in the memory of the Recipients or Recipient's employees as a result of their review, evaluation and testing of the Confidential Information.
8. **No License.** Nothing in this Agreement is intended to grant any rights to the Recipients under any patent, mask work right or copyright of Company, nor shall this Agreement grant the Recipients any rights in or to Confidential Information except as expressly set forth herein.
9. **Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipients.
10. **Remedies.** The Recipients agree that any violation or threatened violation of this Agreement will cause irreparable injury to the Company, entitling Company to obtain injunctive relief in addition to all legal remedies.
11. **Recipient Information.** Company does not wish to receive any confidential information from the Recipient, and Company assumes no obligation, either express or implied, with respect to any information disclosed by

Recipient.

12. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assignees. This Agreement shall be governed by the laws of the state of Georgia, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement below to indicate their acceptance of its terms.

Red Phone Booth
COMPANY

RECIPIENT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

INITIALS