

## **“Exhibit 1”**

### **BOSTON MARKET CORPORATION**

### **CONFIDENTIALITY AGREEMENT**

WHEREAS, the undersigned (the "Undersigned") is a current or prospective employee, franchisee, supplier, agent, researcher, consultant, service provider, or vendor of Boston Market Corporation ("Company") or one of Company's franchisees;

WHEREAS, the Undersigned has been or may be given access to certain confidential and proprietary information of Company previously not available to the Undersigned;

WHEREAS, the Company is only willing to commence or continue its relationship with the Undersigned in the event the Undersigned enters into this Agreement; and

WHEREAS, the Company has entered into this Agreement with the Undersigned in order to ensure the confidentiality of Proprietary Information in accordance with the terms of this Agreement, to ensure that the Undersigned does not utilize such information to compete with the Company or unfairly disadvantage the Company, and/or to protect the investment made by the Company in the training and instruction of its Employees and/or in negotiation with and education of Vendors;

NOW, THEREFORE, the Undersigned hereby agrees as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference and shall be part of this Agreement.

2. Proprietary Information. As used in this Agreement, the term "Proprietary Information" shall mean the Company's business concept, recipes, food preparation methods, equipment, operating techniques, marketing methods, product plans, products, financial information, demographic and trade area information, prospective site locations, market penetration techniques, plans, or schedules, drawings, customer information, customer profiles, preferences, or statistics, menu breakdowns, itemized costs, franchisee composition, territories, and development plans, software, engineering, hardware configuration, employee lists, employee files and their contents, employee pay rates, and all related information, know-how, trade secrets or confidential or proprietary information (i) treated as such by the Company, whether by course of conduct, by letter or report, or by the use of any appropriate proprietary stamp or legend designating such information or item to be confidential or proprietary, by any communication to such effect made prior to or at the time any such Proprietary Information is disclosed to the Undersigned, or otherwise, or (ii) which a reasonable person would consider to be confidential and/or proprietary in nature.

3. Disclosure of Proprietary Information. The Undersigned shall hold in strict confidence and shall disclose such Proprietary Information only to the Undersigned's employees

and agents who have a need to know such Proprietary Information in order to assist the Undersigned, provided such employees and agents each have individually entered into this Agreement or a Confidentiality Agreement substantially identical hereto or are otherwise obligated by a written agreement with the Undersigned to maintain the confidence of the Proprietary Information, which agreement the Undersigned hereby agrees may be directly enforced by Company. The Undersigned shall not disclose Proprietary Information to any other person or entity, nor to any employee of the Undersigned who does not need to know or have access to the information in order to perform the duties of his/her job as they relate to this Agreement. The obligations hereunder to maintain the confidentiality of Proprietary Information shall not expire. In the event the foregoing is found by a court of law to be unduly restrictive, in no event shall the foregoing commitments of the Undersigned end before a period terminating on the later to occur of (a) five (5) years following the date of this Agreement or (b) three (3) years from the date on which Proprietary Information is last disclosed under this Agreement.

4. Limitations on Obligations. The obligations of the Undersigned specified in Section 3 shall not apply to any Proprietary Information which is received from the Company which (a) is disclosed in a printed publication available to the public, or is otherwise in the public domain through no act of the Undersigned or its employees, agents or other person or entity which has received such Proprietary Information from or through the Undersigned, (b) is approved for release by written authorization of an officer of the Company, or (c) is required to be disclosed by proper order of a court of applicable jurisdiction after adequate notice to the Company to allow the Company to seek a protective order therefor, the imposition of which protective order the Undersigned agrees to approve, support and fully comply with.

5. Work For Hire. Any and all materials, in whatever medium expressed and of whatever type and kind whatsoever, including, but not limited to, writings, drawings, videos, cd rom, pictures, digitalized reproductions, expressions of ideas in any form, scripts, manuals, documents, code, or any creative materials whatsoever, produced or generated by the Undersigned for or on behalf of the Company (the "Materials"), or, if the Undersigned is an employee, during Company time or using Company materials or information, shall be considered works for hire, and shall be owned by the Company upon payment therefor by the Company. The Undersigned agrees to execute any and all documents reasonably requested or required by the Company to vest sole ownership of said Materials in the Company. If the Undersigned is a Vendor, all Materials shall be turned over to the custody and control of the Company, or its designee, immediately upon request by the Company, so long as all undisputed amounts regarding such Materials have been paid for by the Company.

6. Return of Documents. The Undersigned (and each employee, agent, or other person or entity which has received such Proprietary Information from or through the Undersigned) shall, upon the request of the Company, return all documents and other tangible manifestations of Proprietary Information received from the Company, including all copies and reproductions thereof.

7. No Rights Granted. Nothing in this Agreement is intended to grant to the Undersigned any rights under any patent, copyright or other intellectual property right of the Company, which rights are specifically denied, nor shall this Agreement grant the Undersigned

any rights in or to the Company's Proprietary Information, except the limited right to review such Proprietary Information in connection with any proposed relationship between the parties.

8. No Obligation For Business Relationship. Neither this Agreement nor anything disclosed or provided pursuant to this Agreement creates or should be construed to create, in any manner, any obligation to enter into any contract or business arrangement nor does it obligate either party to purchase any service or item from the other or offer for sale any products using or incorporating Proprietary Information.

9. Solicitation of Personnel. During the term of this Agreement and for twelve (12) months following termination of this Agreement, the Undersigned agrees not to solicit the employment of, hire, employ or retain (either directly or indirectly) any employee, former employee, contractor or other personnel ("Employee") of the Company unless the Employee has not been employed by the Company for at least one (1) year prior to the solicitation, hiring, employment, or retention. In the event the Undersigned violates the foregoing prohibition, the Undersigned will immediately pay to the Company an amount equal to the greater of: (a) Seventy-Five Thousand Dollars (\$75,000.00); or (b) forty percent (40%) of the Employee's annual salary immediately prior to the solicitation, hiring, employment or retention.

10. Right to Make Disclosures. The Undersigned represents and warrants that it has the right to make the disclosures contemplated by this Agreement, and that such disclosures will not violate or infringe upon the rights of any third party.

11. No Waiver. No delays or omissions by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company and/or the Related Party signatory hereto, as the case may be, on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

12. Notices. Any notice, request, information, or other document to be given hereunder to any of the Party by any other party shall be in writing and delivered personally, sent by facsimile transmission or registered or certified mail, postage prepaid, or overnight delivery service, as follows:

If to the Company, addressed to:

Boston Market Corporation  
14103 Denver West Parkway  
Golden, Colorado 80401  
Attention: General Counsel

If to the Undersigned, addressed to:

_____	(Company Name)
_____	(Address)
_____	(City, State, Zip)
_____	(Attention)
_____	(Phone Number)
_____	(Fax Number)

13. Equitable Relief. Undersigned acknowledges that Company will be irreparably harmed by any breach hereof, that monetary damages would be inadequate and that Company shall have the right to have an injunction or other equitable remedies imposed in relief of, or to prevent or restrain, such breach. The Undersigned agrees that the Company shall also be entitled to any and all other relief available under law or equity for such breach.

14. Miscellaneous.

- (a) This Agreement shall not be construed to grant to the Undersigned any patents, licenses, or similar rights to Proprietary Information disclosed to the Undersigned hereunder, all of which rights and interests shall be deemed to reside or be vested in the Company.
- (b) This Agreement, does not supersede, but rather is in addition to and cumulative with, all prior agreements, written or oral, between the Vendor relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the Undersigned and by an officer of the Company.
- (c) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(e) This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

EXECUTED as of the \_\_\_ day of \_\_\_\_\_, 201\_\_.

**BOSTON MARKET CORPORATION**

**UNDERSIGNED**

\_\_\_\_\_  
(Entity Name, if any)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_