

CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

This Confidentiality Non-Disclosure Agreement (the "Agreement") is made and entered into as of ("Effective Date"), by and between:

Ronald G. Delaney

And

("Buyer" and "Receiving Party")

INTRODUCTION

The parties to this Agreement (each a "Party" and collectively "Parties") wish to explore the possibility of entering into a certain business transaction related to the Parties' evaluation of a potential mutually beneficial business opportunity involving the Purchase and Sales of the business known as Delaney's Pizza ("Proposed Transaction"). In the course of discussing the possibility of entering into the Proposed Transaction, the Parties may provide confidential and/or proprietary information to each other. The Parties have agreed to receive such information on a confidential basis and to use it only as provided for in this Agreement. Furthermore, the Parties may not even disclose the identity of the business, the name of the business, the names of the owners of the business nor the type of business nor the location of, nor the address of the business, nor any information regarding the business.

In exchange for the mutual covenants contained in this Agreement and in order to protect the confidential information of the Parties, the Parties agree as follows:

Confidential Information. The term "Confidential Information" means:

all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in oral, written, graphic, recorded, photographic, machine-readable, or any other form related to or in connection with the Proposed Transaction, including without limitation, business plans, financial statements, trade secrets, customer information, existing or potential transactions with third parties, intellectual property rights, products, research and development, operations, marketing, sales, pricing and trade know-how whether or not such information is marked or labeled "Confidential" or "Proprietary"; and all information disclosed by the Disclosing Party to the Receiving Party in oral, written, graphic, recorded, photographic, machine-readable, or any other form related to or in connection with any actual, potential, or proposed arrangement, relationship, business opportunity, or transaction between the Disclosing Party and any third party whether or not - such information is marked or labeled "Confidential" or "Proprietary".

Use of Confidential Information.

In no event, will the Receiving Party use the Confidential Information of the Disclosing Party for any purpose other than the purpose of evaluating the Proposed Transaction. No other rights, including, without limitation, licenses, trademarks, inventions, copyrights, patents, or any other intellectual property rights, are implied or granted under this Agreement or by the conveyance of Confidential Information between the Parties.

Nondisclosure of Confidential Information.

The Disclosing Party's Confidential Information will be kept strictly confidential by the Receiving Party and its affiliates, directors, financing sources (including potential lenders and investors), officers, employees, advisors,

consultants, and/or agents ("Representatives"). The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its Representatives who need to know such information for the purpose of evaluating the Proposed Transaction as long as the applicable Representatives agree to be bound by all of the terms of this Agreement prior to any disclosure to the Representatives. Each Party will be responsible for any breach of this Agreement by its Representatives. The Disclosing Party's Confidential Information will not be disclosed to any third party except:

with the Disclosing Party's prior written consent;

as is required to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental agency; provided, however, that the Party required to disclose such Confidential Information will provide the other Party with prior notice of such order or requirement so that the other Party may seek a protective order or other appropriate remedy and, provided, further, that in the event that no such protective order or other remedy is obtained, the Party required to disclose such Confidential Information agrees to disclose only that portion of the Confidential Information it is legally required to disclose and to exercise all reasonable efforts to obtain confidential treatment for such Confidential Information;

or as otherwise permitted under this Agreement.

Limitation on Confidential Information.

Each Party agrees that the term "Confidential Information" does not include information that:

has been or becomes published or is now or is in the future in the public domain through no action of the Receiving Party;

prior to disclosure under this Agreement, is within the legitimate possession of the Receiving Party, as evidenced by competent written proof;

was or becomes available to the Receiving Party on a non-confidential basis from a third party not otherwise known to the Receiving Party to be prohibited from transmitting the information to the Receiving Party;

is independently developed or acquired by the Receiving Party without use of or recourse to the Confidential Information;

is disclosed with the prior written approval of the Disclosing Party; or

is transmitted to the Receiving Party after the Disclosing Party has received written notice from the Receiving Party that it does not desire to receive further Confidential Information or that it is terminating this Agreement.

Nondisclosure of Discussions.

Except for disclosure to its Representatives, neither Party will disclose to any third party the fact that discussions or negotiations are taking place between the Parties related to the Proposed Transaction or any of the terms, conditions, or other facts with respect to such discussions or negotiations, including the status of them, without the prior consent of the other Party.

Ownership of Confidential Information.

The Disclosing Party's Confidential Information will be and remain the property of the Disclosing Party. All of the Disclosing Party's Confidential Information will, at the option of the Receiving Party, be returned to the Disclosing Party or destroyed (except to the extent that the Receiving Party is advised by counsel that destruction is prohibited

by law) after the Receiving Party's need for it has expired or upon request of the Disclosing Party but in any event no later than the expiration or termination of this Agreement. All analyses, compilations, studies, and other documents and materials prepared by the Receiving Party that are generated from the Disclosing Party's Confidential Information (collectively "Derivative Materials") will be destroyed by the Receiving Party.

Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain one (1) archival copy of the Disclosing Party's Confidential Information and one (1) archival copy of the Receiving Party's Derivative Materials solely for the purpose of use, to the extent necessary, in the prosecution or defense of any litigation. Subject to the Receiving Party's right to retain the Disclosing Party's Confidential Information and the Receiving Party's Derivative Materials under this Paragraph 6, at the request of the Disclosing Party, the Receiving Party will furnish a certificate of an officer of the Receiving Party certifying that the Disclosing Party's Confidential Information not returned to the Disclosing Party along with the Receiving Party's Derivative Materials have been destroyed.

No Obligation Related to Proposed Transaction.

Except for the matters expressly agreed to in this Agreement, neither Party will be under any legal obligation of any kind with respect to the Proposed Transaction including, without limitation, any obligation to enter into a definitive agreement, continue negotiations or discussions related to the Proposed Transaction, or consummate the Proposed Transaction, unless and until a definitive agreement has been executed by the Parties.

Relief.

In the event of a breach or threatened breach of the terms of this Agreement, each Party will be entitled to an injunction prohibiting revelation of the Confidential Information and any and all other appropriate equitable remedies. Any such relief will be in addition to and not in lieu of appropriate relief in money damages. Each Party acknowledges that the Disclosing Party's Confidential Information is valuable and unique and that disclosure of such information by the Receiving Party in violation of this Agreement will result in irreparable injury to the Disclosing Party.

Term.

This Agreement will continue in full force and effect for one (1) year from the Effective Date ("Term"). This Agreement may be terminated at any time during the Term by mutual agreement of the Parties or by one Party upon thirty (30) days written notice to the other Party. The termination of this Agreement prior to the end of the Term will not relieve either Party of its obligations under this Agreement with respect to any Confidential Information exchanged prior to the effective date of termination.

Representations.

Each Party represents and warrants that it has all requisite power and authority to enter into and execute this Agreement and that the person signing on behalf of the Party is authorized to bind the Party. Neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or any

other representation or warranty except as expressly provided in first sentence of this Paragraph 10. Neither Party will have any liability to the other Party or any third party resulting from or arising in connection with the use of any Confidential Information or any errors or omissions in any Confidential Information. Neither Party will be liable for indirect, incidental, consequential, or punitive damages of any nature or kind resulting from or arising in connection with this Agreement.

Non-solicitation.

During the Term and for a period of one (1) year thereafter, neither Party will knowingly directly solicit the employment of any employee of the other Party whom they have met in the course of evaluating the Proposed Transaction without the express prior written consent of the other Party; provided that this will not prohibit solicitations made through general advertisements.

No Assignment.

Neither Party may assign its rights under this Agreement without the prior written consent of the other Party. This Agreement will bind the respective successors and permitted assigns of the Parties. Any assignment in violation of this provision will be void.

Governing Law and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to principles of conflicts of law. Each Party agrees to submit to the jurisdiction of any court of the State of Massachusetts in the County of Essex or any federal court sitting in the State of Massachusetts for the purpose of any suit, action, or other proceeding arising out of this Agreement or of the Proposed Transaction, which is brought by or against the other Party.

General Agreement Terms.

This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes any prior or contemporaneous agreement between the Parties with respect to its subject matter. This Agreement may not be amended or modified except in a writing signed by both parties. If any provision of this Agreement is found to be unenforceable, the remaining provisions will be enforced as fully as possible and the unenforceable provision will be deemed modified to the limited extent required to permit enforcement in a manner most closely approximating the intention of the parties as expressed in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument.

Notices.

All notices, demands or other communications to be given or "delivered under or by reason of the provisions of this Agreement shall be in writing and may be delivered personally to the recipient, sent to the recipient by facsimile or by reputable overnight courier service (charges prepaid) or mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Any notice so delivered personally or by facsimile shall be deemed to be received on the date of delivery or transmission by telecopier; any notice so sent by overnight courier shall be deemed to be received one (1) business day after the date sent and any notice so mailed shall be deemed to be received on the date stamped on the receipt (rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of notice). The current addresses of the Parties to which such notices should be sent are as follows:

("Company" "Disclosing Party" and "Seller")

Name: Ronald G. Delaney
Company: Delaney's Pizza
Address: 332 Main Street
Gloucester, MA 01930
Email: _____
Phone: _____

("Buyer" and "Receiving Party")

Name: _____
Company: _____
Address: _____

Email: _____
Phone: _____

Each of the Parties may change its address as set forth above by delivering to the other written notice of such change in accordance with the foregoing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

"Company" "Disclosing Party" and "Seller"

Signed: _____
By: Ronald G. Delaney
(printed name)
Company: Delaney's Pizza
Title: owner

Signed: _____
By: _____
(printed name)
Company: _____
Title: _____

"Buyer" and "Receiving Party"

Signed: _____
By: _____
(printed name)
Company: _____
Title: _____

Signed: _____
By: _____
(printed name)
Company: _____
Title: _____