

Einstein Bros.[®] Bagels Franchise and License Application

Each person that will sign the franchise agreement on behalf of the operating entity must complete a Franchise and License Application.

CONTACT INFORMATION

FIRST NAME

MIDDLE NAME

LAST NAME

ADDRESS

CITY

STATE ZIP CODE

SOCIAL SECURITY #

DATE OF BIRTH

E-MAIL ADDRESS

HOME PHONE

CELL PHONE

WORK PHONE

Company Name and Address: _____

Company Annual Sales: _____ # of Retail units operated: _____

Signatory on behalf of Company

NAME

TITLE

FINANCIAL INFORMATION OF COMPANY/ENTITY

Total Liquid Assets available (e.g. cash, stocks, bonds, mutual funds)	A \$		<u>00</u>	(\$100,000 cash available required for each License)
Total Tangible Assets (e.g. house, car, business, etc.)	B \$		<u>00</u>	
Total Assets	C \$		<u>00</u>	(Add A to B)
Total Liabilities	D \$		<u>00</u>	
Total Net Worth: Total Assets minus Total Liabilities	E \$		<u>00</u>	(Subtract D from C)

(\$300,000 MINIMUM NET WORTH REQUIRED FOR EACH LICENSE)

PERSONAL INFORMATION

1. Have you ever filed for bankruptcy protection? Yes No
 - a. if yes, identify discharge date _____
2. Have you ever been convicted of a felony? Yes No
3. Are you or anyone in your immediate family a partner or owner (partial or otherwise) of a fast-casual bagel restaurant? Yes No
 - a. If yes, list name of business and family relationship:

4. Are you or anyone in your immediate family employed by a fast-casual bagel restaurant? Yes No
 - a. If yes, list name of employer and family relationship:

5. Are you or anyone in your immediate family currently under any form of non-competition agreement that limits your right to operate any business? Yes No
 - a. If yes, list name of other business and family relationship:

OTHER

1. Are you a U.S. Citizen? Yes No
If no what country? _____
2. I have enough cash /credit to fund the development of the intended Einstein Bagel units Yes No
I understand that if financing is required to open my Einstein Bros Bagels.® Unit(s), it is my sole responsibility to obtain the financing. Yes No
3. Do you currently own or operate a restaurant? Yes No

SIGNATURE

I understand that the acceptance of this Franchise/Licensing Application by Einstein Noah Restaurant Group, Inc. or any of its affiliates (collectively "ENRGI") does not constitute the grant of a franchise or a license. I understand that ENRGI grants franchises and licenses only by executing written franchise agreements or license agreements. By signing below, I authorize ENRGI and its assigns to start an investigative consumer report (including information as to my character, general reputation, personal characteristics and mode of living) and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that ENRGI make a complete and accurate disclosure of the nature and scope of such investigation. ENRGI may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors and suppliers to release to ENRGI, and to ENRGI to release to such parties, all information requested regarding my depository, loan or other credit information including, without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers and ENRGI from all liability with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that ENRGI make a credit determination based on my creditworthiness combined with any co-applicants, I authorize ENRGI to discuss any derogatory credit items with such co-applicants. **I understand that ENRGI may, at any time, require that I sign an updated application or provide updated information. I acknowledge that I have read, and hereby agree to be bound by the Confidentiality and Non-Disclosure provisions which appear on the reverse side of this Application.**

DATE

PRINT NAME (FIRST, MIDDLE INITIAL, LAST)

SIGNATURE IN INK

CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application on the reverse hereof (“Applicant”) has applied to become a franchisee or a licensee of Einstein Noah Restaurant Group, Inc. (“ENRGI”) and, in connection with the application process, may become privy to certain information regarding the business of ENRGI and its affiliates and its franchisees and licensees which ENRGI classifies and protects as confidential and proprietary (the “Information”). ENRGI is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant’s application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

- 1. Confidentiality.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as condition all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without ENRGI prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
- 2. Return of Information.** Applicant shall return to ENRGI within ten (10) days of written request therefore, all Information, together with any and all copies thereof.
- 3. No Rights in Information.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of ENRGI.
- 4. Breach.** Any breach of any provision hereof will be theft of ENRGI trade secrets and will cause irreparable harm and damage to ENRGI. ENRGI shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, ENRGI may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, ENRGI shall be entitled to reasonable attorney’s fee and costs.
- 5. Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Delaware. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City of Dover, Delaware, or the United States District Court for the District of Delaware, and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, such courts.
- 6. Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.