

**Confidentiality Agreement
(Mutual Non-Disclosure)**

AGREEMENT between RoundGrille Franchise Systems, Inc. with corporate offices in Boston, MA and doing business as FiRE + iCE restaurants (hereinafter "FiRE + iCE"), and, _____ with corporate offices in _____ (hereinafter "____") made as of this __th day of March 2005. FiRE + iCE and _____ are each a party ("Party") or if referred to together the parties ("Parties") in this Agreement.

WHEREAS, the Parties hereto consider it necessary to disclose certain technical, operational and business data and other information to each other, some of which they deem highly proprietary and confidential; and

WHEREAS, the Parties wish to disclose such technical, operational and/or business data and other information without making their respective information generally public and common knowledge; and

WHEREAS, the Parties wish to ensure that such proprietary data is not made available to possible competitors of FiRE+iCE in the restaurant business;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the Parties hereto agree as follows:

1. For the purpose of this Agreement, the confidential data and other information of both Parties concerning the business history, strategy, technology, revenue, operating procedures, manuals, menus, recipes, equipment, designs, layouts, franchise plans and business prospects of FiRE + iCE and _____ shall hereinafter be collectively referred to as the Confidential Information to the extent that the other Party has been made aware of the confidential nature of such confidential data and other information.
2. Disclosure of the Confidential Information by one Party (hereinafter referred to as the "Disclosing Party") and receipt of such information by the other Party (hereinafter referred to as the "Receiving Party") is solely for the purpose of review and evaluation, and does not create or confirm any obligation of the Parties, except as provided for herein, and specifically does not create or confirm any obligation of the Parties to enter into any additional agreement for any other purpose.
3. In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party agrees not to distribute, use or disclose to others, without written consent of the Disclosing Party, any of the Confidential Information in any form whatsoever, except for use of Confidential Information to the extent necessary for the Receiving Party to perform under this Agreement.

In the event of breach or threatened breach by the Receiving Party of the provisions of this Agreement, the Disclosing Party shall be entitled to an injunction restraining the Receiving Party from disclosure or unauthorized use of any of the Confidential Information protected under the terms of this Agreement. In addition, nothing herein shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to the Disclosing Party for such breach or threatened breach, including recovery of damages.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Hol Hustus
for RoundGrille, LLC
doing business as FiRE + iCE
dated:

dated: