

Read the Following Agreement Carefully

- 1. The undersigned Applicant warrants and certifies that the all information Applicant provides to Edible Arrangements International, Inc. or any of its affiliates ("Edible Arrangements"), including the foregoing, is true, accurate and complete.
- 2. Neither the submission of this application nor anything contained in this application shall be deemed to obligate the Applicant to purchase or Edible Arrangements to sell a franchise, otherwise to commit or bind either party to enter into any contractual or other relationship with the other party, or to obligate Edible Arrangements to disclose any Confidential Information (as defined below) to Applicant. The granting of franchise rights to the Applicant is at the sole discretion of Edible Arrangements, and will be accomplished, if at all, only by the parties' fully signing a Franchise Agreement. This information is not intended as an offer to sell, nor the solicitation of an offer to buy, a franchise. It is for information purposes only. Currently, the following states and countries regulate the offer and sale of franchises:

In the U.S.: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Oregon, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

Internationally: Australia, Belgium, Brazil, Canada (Alberta, Ontario, and Prince Edward Islands only), China, France, Indonesia, Italy, Japan, Kazakhstan, Korea, Lithuania, Malaysia, Mexico, Romania, Russia, Spain, Sweden, Taiwan, and Vietnam.

If you are a resident of one of these states or countries, we will not offer you a franchise unless and until we have complied with applicable pre-sale registration and disclosure requirements in your jurisdiction.

- 3. Applicant represents that neither he/she nor his/her spouse is at this time, or was at any time in the past, involved directly or indirectly in any fruit or gourmet gift business or substantially similar business, either as owner, consultant, contractor, director, officer, manager, member, employee, or in any other capacity, except as stated below:

- 4. Applicant acknowledges that he/she has requested Edible Arrangements to provide disclosure of "Confidential Information," as defined below, for the purpose of evaluating the purchase of a franchise from Edible Arrangements. Applicant acknowledges and agrees that Applicant must and shall secure, protect and maintain in strict confidence the Confidential Information. "Confidential Information" shall mean any and all information, in whatever form, which is provided by Edible Arrangements to the Applicant in connection with the his/her evaluation of the EDIBLE ARRANGEMENTS® franchise opportunities, all discussions related thereto, and all other information regarding Edible Arrangements and its franchisees and their operations that may be furnished to Applicant or to which Applicant otherwise may have access, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing. Confidential Information shall not include information that: (a) (i) as of the time of its disclosure is or thereafter becomes part of the public domain, (ii) through a source other than the Applicant, and (iii) without violation of this Agreement by Applicant; (b) can be demonstrated to be (i) rightfully known to Applicant as of the time of its disclosure or (ii) independently developed by Applicant; (c) is subsequently learned independently from a third party not under a confidentiality obligation to Edible Arrangements; or (d) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, in which event Applicant shall provide prompt written notice to Edible Arrangements prior to such disclosure so that Edible Arrangements may seek a protective order or other appropriate remedy. Applicant shall not sell, transfer, publish, disclose, or make available any portion of the Confidential Information to third parties without the prior written consent of Edible Arrangements; provided, however, that Applicant may disclose the confidential information to his/her legal or financial advisors with respect to the potential franchise purchase. All such disclosures shall be subject to all of the terms and conditions set forth herein, and Applicant shall be fully responsible for ensuring the compliance of all such persons with these terms and conditions.
- 5. Applicant acknowledges that all Confidential Information is proprietary, material and confidential, and materially affects the successful conduct of the EDIBLE ARRANGEMENTS® business and its goodwill. Applicant acknowledges that his/her breach of these terms and conditions may cause irreparable injury to Edible Arrangements, and for which Edible Arrangements shall have no adequate remedy at law. Applicant acknowledges and agrees that, in addition to all other remedies available at law, Edible Arrangements may seek and obtain injunctive and other equitable relief against such breach. Applicant waives any requirement of the posting of a bond that may apply for issuance of any injunctions, orders, or decrees.
- 6. Applicant agrees not to make use of any Confidential Information, or cause or permit any other person to use such Information, for purposes other than the evaluation of the purchase of a franchise from Edible Arrangements.
- 7. Applicant agrees that all Confidential Information (and derivatives thereof) is and at all times shall be the exclusive property of Edible Arrangements. No license under any patent, trademark, copyright or any other worldwide intellectual property or proprietary rights laws is either granted or implied by the disclosure or provision of any Confidential Information pursuant to this application. All rights are reserved. Unless Applicant and Edible Arrangements have entered into a franchise agreement, upon completion of Applicant's evaluation of the EDIBLE ARRANGEMENTS® franchise opportunity or at the request of Edible Arrangements at any time, Applicant agrees to destroy promptly all of its copies of such Confidential Information or return the same to Edible Arrangements (in accordance with Edible Arrangements' instructions), and shall, upon request, certify in writing Applicant's compliance with the terms of this provision. After such destruction or delivery, Applicant shall not retain any copies thereof.
- 8. Applicant agrees to supply statements from his/her professional advisors (banker, broker, accountant or attorney) verifying the above assets, and to furnish copies of Tax Returns that were filed with relevant government authorities for the last five years, if so requested by Edible Arrangements.
- 9. Applicant understands and agrees that Edible Arrangements is relying upon all the above information as a material factor in considering Applicant's application to become an EDIBLE ARRANGEMENTS® franchisee, and Applicant therefore agrees to promptly notify Edible Arrangements of any material change in any of this information or any subsequent information provided to Edible Arrangements.
- 10. Applicant authorizes Edible Arrangements and its assigns to start an investigative consumer report (including information as to Applicant's character, general reputation, personal characteristics and mode of living investigation of Applicant's background in accordance with anti-terrorism legislation including the USA Patriot Act and Executive Order 13224 enacted by the United States Government) and credit investigation based on the information voluntarily provided by Applicant and warrant that all information provided is true and accurate. Applicant understands that Applicant has a right to request that Edible Arrangements make a complete and accurate disclosure of the nature and scope of such investigation. Edible Arrangements may obtain Applicant's credit report in connection with this application. This is Applicant's authorization to credit reporting agencies, bank(s), creditors and suppliers to release to Edible Arrangements, and to Edible Arrangements to release to such parties, all information requested regarding Applicant's depository, loan or other credit information including, without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. Applicant releases Applicant's bank(s), creditors, suppliers and Edible Arrangements 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 Applicant is requesting Edible Arrangements make a credit determination based on Applicant's creditworthiness combined with any co-applicants, Applicant authorizes Edible Arrangements to discuss any derogatory credit items with such co-applicants.
- 11. This agreement is made under, and shall be construed and enforced in accordance with the laws of the State of Connecticut. Applicant consents to the jurisdiction of the District Courts for the District of Connecticut and Applicant waives any objection to the personal jurisdiction of, or venue such courts.

I HAVE READ AND UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS AND CONDITIONS ABOVE, INCLUDING THE CONFIDENTIALITY PROVISIONS IN SECTION 4.

Signature

Date (mm/dd/yy) _____ Signature _____ Print Name _____

Date (mm/dd/yy) _____ Signature _____ Print Name _____