

## YUM CONFIDENTIALITY AGREEMENT

This Yum Confidentiality Agreement ("Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_, 200\_, by and between Yum Restaurant Services Group, Inc., with a principal business located at 1441 Gardiner Lane, Louisville, KY 40213 on behalf of and for the benefit of itself, and as applicable, one or more of its U.S. and international commonly owned affiliates, which currently include Taco Bell Corp., Pizza Hut, Inc., KFC U.S. Properties, Inc., Long John Silvers, Inc., A&W Restaurants, Inc., Yum Consulting (Shanghai) Supplier Limited and Yum! Restaurants International, Inc., (each a "Brand", collectively referred to as "Yum") and \_\_\_\_\_, with its principal business located at \_\_\_\_\_ ("Supplier").

"Yum's System" consists of (i) Yum, (ii) the participating franchisees, licensees, and joint ventures of each Brand, and (iii) Unified Foodservice Purchasing Co-op, LLC ("UFPC"), an authorized purchasing agent of Yum.

Supplier is entering into this Agreement on its own behalf, and on behalf of any of its current or future parent, subsidiaries, and commonly owned affiliates, including but not limited to any of its commonly owned international parent, subsidiaries and affiliates;

Yum's System may wish to evaluate Supplier's products and/or services from time to time (each, an Evaluation) to determine if Yum would be interested in pursuing a further business relationship with Supplier relating to such Evaluation.

Supplier understands and agrees that Yum is likely considering a number of other companies as alternatives to using Supplier for activities resulting from the Evaluation. Accordingly, the crucial feature of this Agreement is that while Yum has the right to freely share its business objectives and related information, that Supplier be restricted at the Evaluation stage to sharing only non-confidential information about Supplier and its products and services, except for pricing and patented product information ("Supplier Limited Confidential Information"). Additionally, if the Supplier is a technology supplier working with Yum's Restaurant Information Services Group, the definition of Supplier Limited Confidential Information shall also include product reliability, product roadmap and architecture data. Only in the event that Yum selects Supplier to engage in further activities, might Yum request further Supplier confidential information.

Supplier agrees to maintain in confidence all information disclosed by Yum's System, and to disclose such information only subject to the same obligations of confidentiality, and only to such of its employees, professional advisors, affiliates, and third parties as will be necessary to assist Yum's System in the Evaluation process. If an Evaluation ends without further activity, Supplier agrees to promptly return or discard all forms and copies of information received from Yum's System. The obligations of confidentiality set forth above will not apply to any information (i) in the possession of Supplier at the time of disclosure; (ii) which is or becomes known to the public generally through no fault of Supplier; (iii) which is lawfully obtained by Supplier from a third party without restrictions on further use or disclosure; or (iv) is independently developed by Supplier.

As a material provision of this Agreement, Supplier agrees not to disclose to Yum's System in connection with an Evaluation, any of Supplier's confidential or proprietary information except for Supplier Limited Confidential Information identified in writing at such at the time of disclosure.

As a material provision of this Agreement, since Supplier agrees that it will disclose no confidential information except for Supplier Limited Confidential Information, Supplier agrees that Yum's System may make whatever use it chooses of all information disclosed by Supplier as part of an Evaluation except for Supplier Limited Confidential Information, including, but not limited to, developing and selling products and/or services based on such information, and working with other companies, with no payment or other obligation to Supplier. As a material provision of this Agreement, Supplier agrees not to make any claim for misappropriation of trade secret or other proprietary information or technology, infringement of patent, or any similar or related type of claim concerning Yum System's use of information from Supplier, except to the extent that such claim relates to Supplier's Limited Confidential Information.

The parties agree to negotiate a Yum standard agreement (such as the Testing, Development and Approval Agreement ("TDA"), Consulting Agreement, or Master Services Agreement as applicable) before they proceed beyond an Evaluation to further activities, such as testing, development or consulting work or the purchase of products or services. Supplier agrees

that Yum will own any jointly developed items, and that Supplier will be compensated only to the extent that it is approved to sell, and actually sells, products or services to Yum's System.

This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Kentucky. The parties agree promptly, and in any event within 90 days, to resolve any dispute arising out of this Agreement, through binding confidential arbitration conducted in Louisville, Kentucky, Dallas, Texas, or Orange County, California (determined by location of the key member of Yum primarily interested in the dispute, as designated by Yum if so requested by Supplier). The dispute shall be resolved in accordance with the Commercial Arbitration rules of the American Arbitration Association (the "AAA"); provided, one neutral arbitrator experienced in the type of dispute shall be chosen in accordance with AAA rules. The arbitrator shall charge the reasonable attorneys' fees and costs of the substantially prevailing party to the other party, but in an amount not to exceed one-half of the value of the award. For disputes arising outside of the United States, the provisions of this paragraph shall not apply.

This Agreement is binding on the parties' successors and assigns. This Agreement constitutes the entire understanding and agreement of the parties concerning the subject matter hereof. All prior understandings and agreements, written and oral, between the parties that in any way pertain to this subject matter are superseded, except to the extent, if any, of more favorable terms to one or more members of Yum's System which may exist in a prior agreement. This Agreement may not be amended or supplemented except in a writing signed by both parties. This Agreement may be executed, and notices provided, by any receipted method, including facsimile, electronically, or otherwise. The persons signing below represent and warrant that they have the intention and authority to bind their parent, subsidiary and commonly owned affiliates as provided in this Agreement, and agree that there is adequate consideration for this Agreement consisting, in part, of the possible future business to be gained by Supplier, and of the extreme value to Yum of its Confidential Information. Each member of Yum's System, besides Yum, will be a third party beneficiary of Supplier's obligations under this Agreement and will be entitled to enforce such obligations directly against Supplier.

Very truly yours,

Accepted and agreed to:

YUM RESTAURANT SERVICES GROUP, INC.

[Insert Supplier Name]

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_