

SEEKING SITTERS FRANCHISE SYSTEM, INC.
MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into and effective this ___ day of _____, 200_ by and between SEEKING SITTERS FRANCHISE SYSTEM, INC. ("SEEKINGSITTERS") and _____, prospective franchisee of SEEKING SITTERS ("Recipient").

WHEREAS, SEEKING SITTERS and Recipient are contemplating a business relationship in which Recipient or an entity under Recipient's control would become a franchisee of, and they SEEKING SITTERS desire to exchange certain business, financial and other information defined as Confidential Information.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, the term "Confidential Information" shall mean all Technical Information, all Business and Commercial Information, and All Miscellaneous Information which is confidential or proprietary or competitively sensitive and which is disclosed by either party to the other party hereto or to their affiliates and their respective directors, officers, members, employees, contractors, agents, and other representatives pursuant to this Agreement, whether before or after the date hereof, including without limitation the following:

(i) Technical Information. All, business plans, marketing strategies, operations manuals, trade secrets, inventions, discoveries, know-how, formulas, formulations, compositions, specifications, patents, patent applications, copyrights, software and applications, drawings, schematics, processes, process technologies, manufacturing techniques, tests, test results, research and development and similar technical information, together with all actual and proposed modifications and alterations made, created, developed, invented or discovered by or for and on behalf of a party to this Agreement; and

(ii) Business and Commercial Information. All information concerning the financial condition, business and financial results of operations, financial projections, contacts with customers and prospective customers, prospective business acquisitions, lists of customers and their expected requirements, customer representatives, lists of prospective customers and their expected requirements, costs, pricing, margins, sales, quantities, product plans, market information, purchase orders, sources of supply, projections, confidential personnel information, all contracts or agreements containing confidentiality provisions, the contents of all agreements relating to any of the foregoing and all other information relating to a party to this Agreement or its customers or prospective customers which is either confidential or proprietary or competitively sensitive; and

(iii) Miscellaneous Information and Documentation. All records, reports, analyses, memoranda, notes, analyses, compilations, studies, reports and copies and extracts thereof, however and whenever arising, containing any Confidential Information with respect to any of the foregoing in every recordable form.

"Confidential Information" also includes but is not limited to information provided by or on behalf of a party to this Agreement before and after the date hereof.

2. "Confidential Information" does not include (a) information which is or becomes known to the general public through no fault of the receiving party, (b) information which was

rightfully in the possession receiving party prior to its disclosure by or on behalf of the other party hereto, and (c) information which comes into the possession of receiving party without violation of any contractual or legal obligation. Even if these exceptions to the confidential nature of information provided do apply to a specific item, that does not relieve the receiving party of its obligations hereunder with respect to all other items. The receiving party shall have the burden of proof relating to all exceptions to the confidential treatment of Confidential Information hereunder.

3. The receiving party agrees to hold the Confidential Information in strict confidence and not to communicate, disclose, divulge, disseminate, publish or transfer the Confidential Information to any person without the prior written consent of the disclosing party.

4. The receiving party agrees to use the Confidential Information solely in connection with proposed business relationship with the other party hereto or an affiliate thereof and for no other purpose whatsoever, including the proposed SEEKING SITTERS franchise

5. The receiving party agrees that the Confidential Information constitutes proprietary information owned exclusively by the disclosing party or by one of its affiliates or its customers or prospects.

6. The receiving party may disclose the Confidential Information, solely for the purposes permitted by this Agreement, to its directors, officers, members, employees, agents, attorneys, accountants, and other representatives and advisors strictly on a need-to-know basis; provided, the receiving party informs each person to whom the Confidential Information is disclosed of the terms and conditions of this Agreement; and further provided, the receiving party remains liable to disclosing party for any violation of this agreement and the unauthorized disclosure of any Confidential Information by any person who acquires access to the Confidential Information by, from or through the receiving party.

7. The disclosing party may but is not required to furnish Confidential Information in documentary or tangible form marked as "Confidential". However, if disclosure of Confidential Information is in non-documentary form or if the disclosure is first made orally or by visual inspection, the disclosing party shall have the right or, if requested by receiving party, the obligation to confirm in writing the fact and the general nature of such disclosure within a reasonable time after such disclosure or request is made. The failure to mark as "Confidential" information which is in fact Confidential Information hereunder shall not reduce or otherwise alter the obligations of confidentiality of that information hereunder.

8. Nothing contained herein shall be construed as granting or implying any right or license to use the Confidential Information disclosed hereunder, except solely for the permitted purposes as set forth herein.

9. The parties make no representation or warranty as to the accuracy or completeness of the Confidential Information provided to the receiving party hereunder. The receiving party expressly agrees that neither the disclosing party nor its members, directors, officers, employees, agents, advisors, attorneys, accountants, or representatives shall have any liability to receiving party or to anyone else for any inaccuracy contained in the Confidential Information.

10. The receiving party agrees to return to the disclosing party all Confidential Information not later than the earlier of (1) 15 days after the termination of this Agreement and (2) immediately after receipt of a written request from the other, whichever is sooner.

11. No failure or delay by the disclosing party in exercising any right, remedy, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, remedy, power or privilege hereunder or as permitted by law or in equity.

12. Each party agrees that it would not have an adequate remedy at law and that it would be irreparably injured in a manner for which money damages would not be adequate and would be extremely difficult to quantify if receiving party or any person acting by, through, or under authority of receiving party does not strictly perform its obligations in accordance with the provisions of this Agreement. Accordingly, the receiving party agrees that the disclosing party shall be entitled to injunctive and other relief to prevent the unauthorized disclosure, dissemination, publication, transfer or use of any of the Confidential Information. This remedy is in addition to any other right or remedy to which Recipient may be entitled at law or in equity. The existence of this Agreement does not replace or diminish the full force and effect of any other rights or remedies available to the disclosing party, at law or in equity, including actual, special, punitive or consequential damages arising from a breach of this Agreement.

13. The term of this Agreement is 3 years from the date of this Agreement or the date upon which Confidential Information is disclosed, whichever is later.

14. The rights, duties and obligations of the parties cannot be assigned without the written consent of all interested parties.

15. This Agreement does not obligate any of the parties hereto to enter into any transaction or agreement and does not obligate any party to purchase or sell equipment or to provide services.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the date first written above.

SEEKING SITTERS FRANCHISE SYSTEM, INC.

Recipient

By _____
Adrienne Kallweit, President
By _____
David Kallweit, Vice President

By _____
Name: _____
Title: _____
Phone Number: _____