Confidential Disclosure Agreement

_____ ("Recipient"), has received or will receive certain confidential information ("Confidential Information") relating to Molly Manners ("Business") from Molly Manners, LLC ("Company"), including but not limited to marketing plans, client lists, vendor lists, territories, agreement terms, owner and lesson manuals, and financial data. Recipient desires to receive such Confidential Information and Company desires to release such Confidential Information to Recipient, provided that such information is kept confidential pursuant to the provisions below.

In consideration of the opportunity to receive the aforesaid Confidential Information from Company, Recipients agree to hold confidential and treat any and all Confidential Information disclosed by Company as follows:

1. Recipients agree to use such Confidential Information solely for the purpose of evaluating a possible transaction between the Company and the Recipients and such Confidential Information will be kept confidential by Recipient and his/her/its advisors; provided, however, that Recipient may disclose the Confidential Information or portions thereof, to those directors, officers, employees, affiliates and advisors who need to know such information for the purpose of evaluating a possible transaction with Recipient and Company (it being understood that such representatives will be informed of the confidential nature of the Confidential Information and that the Recipient will procure the representatives' agreement to be bound by this agreement and that the representatives shall be directed not to disclose the Confidential Information to any other person).

2. This Agreement shall not apply to any information disclosed to Recipient by a third party without obligation of confidence, information previously known by Recipient, information independently developed by Recipient without breach of this Agreement, or information publicly disclosed by Company.

3. If the Recipient does not proceed with a transaction between the Company and the Recipients or if the Company so requests, Recipient will return promptly to the Company all copies, extracts or other reproductions in whole or in part, whether physical or electronic, of the Confidential Information in Recipient's possession or in the possession of the Recipient's representatives and Recipient will destroy all copies of any memoranda, notes, analyses, compilations, studies or other documents prepared by Recipient or for Recipient's use based on, containing or reflecting any Confidential Information. Such destruction shall, if requested, be certified in writing to the Company by an authorized officer supervising such destruction.

4. Recipients understand and acknowledge that money damages would not be a sufficient remedy for breach of this Agreement by Recipient and that any breach will result in immeasurable and irreparable harm to the Company and its affiliates. Therefore, in addition to any other remedy to which Company may be entitled, Company shall be entitled to seek equitable relief. Without limiting the generality of the foregoing, Recipient agrees that a showing by Company of a breach of any provision of this Agreement shall constitute, for the purposes of all determinations of the issue of injunctive relief, conclusive proof of all the elements necessary to entitle Company to temporary, preliminary, and permanent injunctive relief. To the extent permitted by law, Recipient agrees that s/he/it shall pay Company's reasonable attorneys' fees if Company prevails in obtaining equitable relief under this section. Company shall not be required to file a bond in connection with any such request for relief.

6. This Agreement is for the benefit of Company and shall inure to the benefit of its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Agreed this _____ day of _____, _____.

Company: Recipient:

By: _____ By: _____