

CONTINUING AGREEMENT

This Agreement is between Great Harvest Franchising, Inc., a Montana corporation (“Great Harvest,” “we,” or “us”), and:

(“Bread Company Owner” or “you”).

This Continuing Agreement governs the ongoing relationship between you and us. The term of this Agreement, including the Apprenticeship Agreement if applicable, is ten years from the effective date, unless sooner terminated. You may renew the franchise for your Bread Company according to the provisions of the renewal clause. This Agreement is for one bread company only, defined as the single and specific location where you first sell bread to the public. It grants you the right to operate a Great Harvest bread company at a retail location and does not grant any exclusive or territorial rights other than those expressly contained in this Agreement.

We have a reputation for great bread. We franchise bread companies that bake and sell this bread under the name Great Harvest Bread Co.[®]. We have developed a system of business identification, recipes and business procedures for the operation of a Great Harvest bread company which we may refine further during the term of this Agreement (the "Great Harvest System" or "System"). We display to the public the names and marks “Great Harvest” and "Great Harvest Bread Co.," along with other trademarks, signs, symbols and slogans which we have adopted for use with the Great Harvest System, and we may adopt other marks and commercial symbols for use with the System in the future (collectively called "Great Harvest Marks" or "Marks").

You want to make Great Harvest bread, and use the Great Harvest Marks and System, at a location specified in this Agreement.

The relationship between you and us, which this Agreement creates, is one of mutual interdependence and a formal franchise relationship. But it differs from the traditional franchise relationship. In a traditional franchise relationship, we would reserve an ability to control most aspects of your business, with few exceptions. Our relationship with you though, and yours with us, is one where both parties are free to run their businesses as they like, with few exceptions. Accordingly,

ANYTHING
not expressly prohibited by the language of this Agreement
IS ALLOWED.

The remainder of this Agreement is divided into three sections: promises we make to you, promises you make to us, and additional clauses.