

SmartSaver Franchisee Confidentiality Agreement



THIS DEED is made the day of 200

BETWEEN:- SmartSaver Franchising Pty Ltd A.C.N. 110 217 760 ("The Franchisor")
a company duly incorporated.

AND:- The person/s whose name is set out in Item 1 of the Schedule hereto
("The Applicant").

RECITALS:

- A.** The Franchisor operates through its own and related companies and through franchise, a unique coupon newspaper sales business with related products and services according to its methods and systems.
- B.** The Applicant is interested in becoming a Franchisee of the Franchisor and for the purpose of evaluation of the business and method has requested the Franchisor to disclose to the Applicant certain information with respect to the business and its method which is confidential to the Franchisor.
- C.** In consideration of the Franchisor disclosing to the Applicant the Confidential information the Applicant has agreed to keep such Confidential Information confidential.

NOW THIS DEED WITNESS AS FOLLOWS:

- 1.** "Confidential Information" means all information passing from the Franchisor or associated companies to the Applicant relating to the business from the date of this Deed including but not limited to trade secrets, drawings, know how, techniques, documents, labels, recipes, logo's, source of product, business and marketing plans and projections arrangements with Third Parties, customer information, manuals, concepts not reduced to material form and the Disclosure Document and Franchise Agreement used in relation to the business of the Franchisor.
- 2.** The Applicant covenants to both the Franchisor and any associated company of the Franchisor jointly and severally that it will not disclose to any person or related corporation whatsoever except with the written consent of the Franchisor and then only on the basis that the confidentiality of the Confidential Information is similarly respected in the same manner as provided in this Deed and in that case disclosure shall be made for the sole and exclusive purpose of the evaluation of the business and its method and system prior to the Applicant entering into a Franchise Agreement.

3. Without limiting the generality of the foregoing the Applicant shall not establish use or be involved either directly or indirectly in any business process or method based on the Confidential Information without the consent of the Franchisor having been first obtained.
4. Upon completion of the evaluation of the business and its method by the Applicant, the Applicant shall return all copies and other reproductions and any working papers, analysis and other materials relating to the Confidential Information to the Franchisor. Such information to be returned upon the demand of the Franchisor.
5. In the event of a breach or a threatened breach of the terms of this Deed by the Applicant the Franchisor and any associated companies shall be entitled to an injunction restraining the Applicant from committing any breach of this Deed without showing or proving any actual damage sustained by the Franchisor or any associated company.
6. The obligation of the Applicant under this Deed shall survive the finalisation or discontinuance by the Applicant of its evaluation of the business its methods and systems.
7. The Applicant shall assume responsibility for the actions of its consultants and employees who have access to the Confidential Information and shall ensure that such consultants and employees shall be similarly bound by the obligations created under this Deed.
8. The above undertakings shall not apply to that part of the Confidential information which the Applicant is able to demonstrate:
 - (a) was in the public domain at the time of disclosure; or
 - (b) became part of the public domain through the actions of the Franchisor, SmartSaver or of a completely independent entity from the Applicant subsequent to such disclosure; or
 - (c) was disclosed without restriction to the Applicant by a third party legally permitted to do so.

IN WITNESS HEREOF: The parties hereto have set their respective hands and seals the day and year written above.

SIGNED, SEALED AND DELIVERED)

for and on behalf of SmartSaver Franchising Pty Ltd)

(Signature - Director)

SIGNED, SEALED AND DELIVERED)

by

(Print names) -----)

in presence of-)

)

)

Signature of Witness -----)

Name of witness

Address of Witness: -----

----- P/Code -----

SCHEDULE - ITEM 1

Name and Address of Applicant:

----- P/Code -----