

Commercial in confidence

Lauren Mullins
"Hi Ho"
52 Bayview Drive
Blackstone Heights
Tasmania 7250



www.hiho.net.au

CONFIDENTIAL DISCLOSURE DEED

THIS DEED: is made2010

BETWEEN: Lauren Mullins - Hi Ho ("Owner")

AND:.....The party described in Schedule 1 ("Recipient")

RECITALS

- (a) The Owner has a business ("Hi Ho Clean and Garden") of which the Owner wants to sell franchises.
- (b) The Owner has been approached (either directly or through an agent) by the Recipient about the Recipient purchasing a franchise of the Hi Ho Clean and Garden business, developed by the Owner.
- (c) The Recipient has asked the Owner for certain information about the brand and the Hi Ho Clean and Garden business.
- (d) The Recipient acknowledges the desire and right of the Owner to preserve the secrecy of the brand and the Hi Ho Clean and Garden business.
- (e) The Owner and the Recipient may or may not enter into an agreement for the Recipient to purchase a franchise of the Hi Ho Clean and Garden business, in the course of discussing the Hi Ho Clean and Garden business and the brand with the Owner, or fulfilling obligations under an agreement the Recipient may make an invention or discovery; improve on the existing brand, methods and systems or author an original work or subject matter.
- (f) The Recipient acknowledges the desire and the right of the Owner to have disclosed to the Owner all such inventions, discoveries, improvements and materials, and to have assigned to the Owner any intellectual property rights subsisting therein.
- (g) The Owner has agreed to provide information on the Hi Ho Clean and Garden business and the brand on the following terms.

NOW THE PARTIES AGREE as follows:

1 Definitions and interpretation

In the construction of this Deed, unless the contrary intention appears:

- 1.1 "Approved Purpose" means the evaluation by the Recipient of the Hi Ho Clean and Garden business and brand, for the purpose of deciding whether to enter into an agreement to purchase a franchise of the Hi Ho Clean and Garden business from the Owner.
- 1.2 "Confidential Information" includes but is not limited to all information provided by the Owner or her employees, agents, officers or advisors to the Recipient, including:
 - (a) the Hi Ho Clean and Garden business and brand set out in schedule 1 of this Deed;

- (b) all information acquired or created by the Recipient during the course of or in connection with or fulfilling obligations under any agreement, including information about the Owner's products, processes, systems, model, equipment, dealings (including with the Recipient), transactions, policies, finances, organisations or personnel or about those of her clients or anyone associated with the Owner or them;
- (c) trade secrets, including ideas and concepts not reduced to material form;
- (d) technical information and technical drawings;
- (e) financial information about the Owner;
- (f) commercial information about the Owners or persons with whom the Owner deals, including details of agreements with employees, contractors, customers and others;
- (g) product and market information; and
- (h) any information marked "confidential" or which the Owner informs the Recipient is confidential or a trade secret;

but excluding:

- (i) information available to the public (other than through disclosure by the Recipient or by a person whom the Recipient discloses the Confidential Information);
- (j) information which the recipient can prove it lawfully possessed before obtaining it in connection with this Deed:

1.3 "Copyright Material" means any work or other subject-matter in which copyright subsists or is capable of subsisting under the Copyright Act 1968 (Cth) or equivalent legislation;

1.4 "Intellectual Property Rights" means subsisting or capable of subsisting or being obtained under intellectual property legislation, including legislation dealing with copyright, circuit layouts, designs, patents, plant varieties or trade marks, and whether in Australia or overseas.

1.5 "Regulatory Body" means any Federal or State Minister of the Crown, government or quasi government agency or statutory authority whose approval or consent is necessary for the Approved Purpose.

2 Value and Ownership

The Recipient acknowledges that the Confidential Information has commercial value and is the property of the Owner.

3 General obligation

The Recipient must take all steps necessary to safeguard the confidentiality of the Confidential Information.

4 Particular obligation

4.1 The Recipient may use the Confidential Information only:

- (a) for the Approved Purpose; or
- (b) to the extent and for a purpose to which the Owner has consented in writing.

4.2 The Recipient must not profit from the use of the Confidential Information, except in respect of the Approved Purpose.

4.3 The recipient may disclose the Confidential Information only:

- (a) to a person if:
 - (A) the Recipient has informed that person of the confidential nature of the Confidential Information;
 - (B) that person has undertaken in writing to the Owner to keep the Confidential Information secret and confidential, on terms as onerous as those in this Deed; and
 - (C) it is necessary for the Recipient to disclose the Confidential Information for the Approved Purpose; or
- (b) to the extent and for a purpose to which the Owner has consented in writing; or
- (c) to the extent required by law.

4.4 The Recipient may copy or print the Confidential Information only if the Owner has consented in writing.

4.5 The Recipient may communicate with a Regulatory Body about the Approved Purpose or the Confidential Information only if the Owner has consented in writing.

4.6 The Recipient must keep all the Confidential Information in a secure manner.

4.7 On demand by the Owner, the Recipient must:

- (a) deliver to the Owner all the Confidential Information in the recipient's possession or control;
- (b) delete all the Confidential Information held electronically in any medium in the Recipient's possession or control; and
- (c) destroy all documents (including analyses, compilations, reports and memoranda) which were prepared by or for the Recipient and which were based wholly or partly on the Confidential Information, and delete all such documents held electronically in any medium in the Recipient's possession or control.

4.8 The Recipient must immediately report to the Owner any unauthorised use, disclosure, copy or printing of the Confidential Information of which the Recipient becomes aware.

4.9 The Recipient must use best efforts to obtain the return or destruction or deletion of any unauthorised copy or print-out of the Confidential Information

5 Indemnity

5.1 The Recipient agrees to indemnify the Owner against all claims and all losses, costs liability ad expenses incurred by the Owner in respect of:

- (a) any breach of this Deed by the Recipient; and
- (b) any act or omission by a person to whom the Recipient discloses the Confidential Information, which if done or omitted by the Recipient would be a breach of this Deed by the Recipient.

6 Disclosure of inventions, discoveries and other matters

The Recipient must disclose to the Owner all valuable inventions, discoveries, improvements, designs, trade marks, work or other subject-matter created by or on behalf of the Recipient during the course of or in connection with discussing and developing the Owner's ideas or performing work or fulfilling obligations under any agreement, whether capable of attracting Intellectual Property Rights or not.

7 Intellectual Property Rights

7.1 The Recipient by this Deed assigns to the Owner any Intellectual Property Rights that may arise or be capable of being claimed as a result of anything done by or on behalf of the recipient during the course of or in connection with discussing and developing the Owner's idea, performing work or fulfilling obligations under any agreement.

7.2 The Recipient must, before, during and after the operation of any agreement, comply with any request the Owner may make in order to protect or secure ownership of such Intellectual Property Rights

8 Injunction relief

On breach of this Deed, the Owner is entitled to injunctive relief in addition to any other remedies available at law or in equity

9 Survivorship of obligations

This Deed survives the completion of the Approved Purpose and the termination, rescission or completion of any agreement in respect of the Approved Purpose, except as otherwise provided by such an agreement.

10 Assignment

The Recipient must not assign all or any of its rights or obligations under this Deed without the prior written consent of the Owner.

11 Applicable law

This Deed is governed by the law of the State of Tasmania and the parties submit to the jurisdiction of the courts of that State.

12 Amendments

This Deed may not be varied except in writing signed by all of the parties.

13 Severability

If any provision of this Deed is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

EXECUTED AS A DEED

Signed sealed and delivered)
by Lauren Mullins Hi Ho)
in the presence of:)

Signature of witness.....

Full name of witness.....

Address of witness.....

Occupation of witness.....

Signed sealed and delivered)
by)
in the presence of:)

Signature of witness.....

Full name of witness.....

Address of witness.....

Occupation of witness.....

Executed by)
Pursuant to Section 127 (1) of the Corporations Act)
by.....)
and.....)

..... Director/Company Secretary Director

..... Name
(please print) Name (please print)