



## CONFIDENTIALITY DEED

DEED DATED \_\_\_\_/\_\_\_\_/\_\_\_\_

TO: "Hi Ho"

FROM: NAME \_\_\_\_\_

### RECITALS

- A. "Hi Ho" conducts a franchising business that franchises cleaning & gardening services. The Franchisee is investigating purchasing a franchise. (**"Purpose"**)
- B. The Franchisee will be provided with, and have access to, "Hi Ho"s' confidential information regarding cleaning and gardening contract' customers etc.
- C. The Franchisee has agreed to keep confidential all information disclosed to it by "Hi Ho" on the terms and conditions of this deed.

### AGREEMENT

#### 1. DEFINITIONS

In this deed, "**Confidential Information**" means the following, whether or not in material form:

- (a) all information (including but not limited to trade secrets, confidential know-how and details of software programs) provided or disclosed by "Hi Ho" to the Franchisee;
- (b) that part of all notes and other records prepared by the Franchisee based on or incorporating the information referred to in paragraph (a);  
and
- (c) all copies of the information and those parts of the notes and other records referred to in either of paragraphs (a) or (b).

#### 2. DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

2.1 The Franchisee agrees:

- (a) to use the Confidential Information solely for the purpose of the provision of the Purpose
- (b) to keep confidential all Confidential Information (subject to disclosure permitted under **clause 2.2**); and
- (c) otherwise to comply with the terms of this deed.

- 2.2** The Franchisee may disclose Confidential Information only to those of its officers and: employees who;
- (a) have a need to know (and only to the extent that each has a need to know); and
  - (b) are aware that Confidential Information must be kept confidential.
- 2.3** The Franchisee must, at its own expense ensure, at all times, that each officer and employee, to whom Confidential Information has been disclosed, keeps confidential the Confidential Information.
- 2.3.1** The Franchisee must, at its own expense ensure, at all times, that each officer and employee, to whom Confidential Information has been disclosed, keeps confidential the Confidential Information.

### **3. SECURITY AND CONTROL**

- 3.1** The Franchisee must;
- (a) establish and maintain effective security measures to safeguard Confidential Information from access or use not authorised by this deed;
  - (b) keep Confidential Information under its control; and
  - (c) immediately notify “Hi Ho” of any suspect or actual unauthorized use, copying or disclosure of Confidential Information.
- 3.2** The Franchisee must provide assistance, reasonably requested by “Hi Ho”, in relation to any proceedings that “Hi Ho” may take against any person for unauthorised use, copying or disclosure of the Confidential Information.

### **4. ACKNOWLEDGMENT AND INDEMNITY**

- 4.1** The Franchisee acknowledges that it is aware that any breach of this deed will result in “Hi Ho” suffering damage.
- 4.2** The Franchisee indemnifies “Hi Ho” against all losses, damages, expenses and legal costs (on a solicitor and own client basis and whether incurred by or awarded against “Hi Ho”) that “Hi Ho” may reasonably sustain or incur as a result, whether directly or indirectly, of any breach by the Franchisee or this deed.

### **5. EXCLUSIONS**

The obligations of confidentiality under this deed do not extend to information that (whether before or after this deed is executed);

- (a) is rightfully known to or in the possession or control of the Franchisee and not subject to an obligation of confidentiality on the Franchisee;
- (b) is public knowledge (otherwise than a result of a breach of this deed); or
- (c) is required by law or the Listing Rules of the Australian Stock Exchange to be disclosed.

### **6. RETURN OF CONFIDENTIAL INFORMATION**

On “Hi Ho”s’ request, the Franchisee must immediately:

- (a) return to “Hi Ho”;
- (b) destroy and certify in writing to “Hi Ho” the destruction of; or
- (c) destroy and permit “Hi Ho” to witness the destruction of -

all Confidential Information in the Franchisee’s possession or control.

**7. CONTINUING OBLIGATION**

The obligations of confidentiality under this deed continue to apply to the Franchisee after completion of the Purpose.

**8. WAIVER**

The failure of “Hi Ho” at any time to insist on performance of any provision of this deed is not a waiver of its right at any later time to insist on performance of that or any other provision of this deed.

**9. GOVERNING LAW**

This deed is governed by the laws of the State of Tasmania.

**EXECUTED AS A DEED**

**SIGNED, sealed and deliver** for and on behalf of “**Hi Ho**” by an authorised officer in the presence of

(  
**(X)**.....  
**(Signature** of officer

.....  
Signature of witness

Lauren Mullins  
Name of officer

.....  
Name of witness (print)

“Hi Ho” authorised officer  
Office held

**SIGNED, sealed and deliver** for and on Behalf of **Franchisee** by an authorised Officer in the presence of

(  
**(X)**.....  
**(Signature** of officer

.....  
Signature of witness

.....  
Name of signatory (print)

.....  
Name of witness (print)

.....  
Office held