

DATED: _____

PARTIES:

1. ("the Discloser")
2. ("the Recipient")

BACKGROUND:

1. The Recipient is considering purchasing a Franchise in the business of the Discloser.
2. Before deciding whether to purchase the Franchise, the Recipient wishes to undertake a process of due diligence in respect of certain aspects of the Franchise ("the Due Diligence").
3. As part of the Due Diligence, the Discloser will reveal to the Recipient certain confidential information relating to the Discloser and the Franchise.

OPERATIVE PART:

In consideration of the Discloser revealing information (including confidential information) to the Recipient for the purpose of the Recipient's due diligence and to assist consideration of the Franchise Agreement by the Recipient, the Recipient agrees that:

Non-disclosure

1. All information acquired by the Recipient (including but not limited to the Franchise Agreement) in relation to the Discloser and the Franchise shall be treated as confidential by the Recipient and shall not be disclosed in whole or in part by any of them to any third party without the prior written consent of the Discloser, except:
 - (a) where it is necessary to disclose information to a professional adviser or to a bank or other lending agency to arrange finance for the purpose of the Recipient purchasing the Franchise;
 - (b) to the extent required to be disclosed by law;
 - (c) where such information lawfully becomes part of public domain.

Use

2. The Recipient shall not use any information about the Discloser or the Franchise for any purpose other than the Due Diligence. In the case of any uncertainty, the Recipient shall obtain the prior written approval of the Discloser.

Security of Information

3. The Recipient shall take all reasonable care to ensure that all materials in their possession containing information about or belonging to the Discloser is securely kept; and shall return, destroy or otherwise deal with all such material on the direction of the Discloser.

Signed by the Discloser:

Signed by the Recipient:
