

# CONFIDENTIALITY AGREEMENT

You have expressed interest in purchasing a Secretary.com franchise from SecretaryFranchise.com Pty Ltd (“**the Franchisor**”). In the course of You conducting an assessment of whether to purchase a franchise and the Franchisor deciding whether to appoint you as a franchisee (**the Assessment**) it is necessary for the Franchisor to disclose certain Confidential Information to You.

1. In consideration of **the Franchisor** providing You with material relating to your application to become a franchisee, You must maintain the Confidential Information in strictest confidence, must use or permit the use of Confidential Information only for the Approved Purposes, and must not expressly or by implication directly or indirectly, as agent, employee or otherwise disclose the Confidential Information to any person except your legal and financial advisers in relation to seeking advice regarding the purchase of the franchise.
2. If You decide not to proceed You must cease to use and return to **the Franchisor** (or destroy) all Confidential Information held by You or within Your control, and must ensure that all of Your advisers/agents who have received or had access to Confidential Information cease to use, and return that Confidential Information to **the Franchisor** (or destroy said information). You must not then directly or indirectly, as agent, employee or otherwise use or divulge any Confidential Information of **the Franchisor** except as permitted by **the Franchisor**.

In this agreement:

**Approved Purposes** means purposes directly related to the conduct of the Assessment or such other purposes as may be agreed between the Franchisor and You in writing.

**Confidential Information** means:

- (a) information of a confidential nature concerning or in any way related to the Franchisor’s business, or that of any of its related corporations, or any of their directors or shareholders except that referred to in (c) below (**the Information**);
- (b) all manuals, documents, letters, memoranda, computer files or other form of documentation or communication in whatever form of reproduction which evidences, contains or reproduces any of the Information (**the Documentation**);
- (c) any other agreement or other documents provided the Franchisor or its related corporations except:
  - (i) any information which is in the public domain at the time of provision or which subsequently becomes in the public domain through no breach of this agreement;
  - (ii) is required to be disclosed by law; or
  - (ii) the Franchisor agrees in writing with You that may be disclosed.

Signed by You:.....

Address.....

Name:.....

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Title:.....

Date.....