

Non-Disclosure Agreement

1. Parties

1.1 Franchisor ("Discloser") Bytherules

1.2 You ("Recipient")

Name:

Email Address:

Mobile Number:

Address:

2. Background

2.1 The parties wish to explore possible franchise opportunities including the grant of a franchise by the Discloser to the Recipient (Purpose).

2.2 In the course of discussions regarding the Purpose (Negotiations) business and trade information which is confidential to the Discloser may be provided or disclosed to Recipient.

2.3 Each party acknowledges and agrees that: (1) the Negotiations will necessitate disclosure of Confidential Information; and (2) the disclosure of Confidential Information by the Discloser to the Recipient for the purpose of facilitating the Negotiations provides a direct benefit to the Recipient.

3. Confidentiality

3.1 In this document, the term Confidential Information means any and all information:

(1) disclosed by the Discloser to the Recipient; and

(2) in any form (including verbal, electronic, visual, in writing or in any other tangible form); and

(3) which is identified as, notified as being, or which would be reasonably expected to be, confidential or proprietary to the Discloser and all copies of any such information. Confidential Information includes legal and other documents, software, software documentation, data, inventions, training materials, third party confidential information, and any information about any customers or clients of the Discloser, including customer lists, which is disclosed to the Recipient in connection with the Negotiations.

(4) and any information that is marked "Confidential";

3.2 Confidential Information does not include information:

(1) which is or becomes publicly available (other than as a result of breach of this document);

- (2) obtained from a third party without any obligation of confidence;
- (3) already known to the Recipient on a non-confidential basis before disclosure; or
- (4) which is developed independently without reference to the Confidential Information.

3.3 The Recipient may only use Confidential Information disclosed to it under this document for the sole purpose of the Negotiations and must use Confidential Information strictly in accordance with the Discloser's directions and otherwise in accordance with this document.

3.4 Subject to clause 3.5, a Recipient must not disclose any Confidential Information to any third party without the express and prior written consent of an authorised representative of the Discloser.

3.5 A Recipient may disclose the Discloser's Confidential Information:

- (1) to an officer, employee or advisor who is subject to a duty of confidentiality; or
- (2) to an agent, contractor or professional adviser who is subject to a duty of confidentiality and agrees to be bound by, and comply with, the terms of this document as if they were named as a party to this document; or
- (3) if required by applicable law (including legislation, court order or requirements of any government department, agency or authority (including, without limitation, the rules of a relevant stock exchange)).

3.6 If a Recipient is required by law to disclose any Confidential Information to a third person, the Recipient must:

- (1) before doing so notify the Discloser and give the Discloser a reasonable opportunity to take any steps that the Discloser considers necessary to protect the confidentiality of that information; and
- (2) notify the third person that the information is the Confidential Information of the Discloser.

3.7 A Recipient must:

- (1) use, copy, reproduce or otherwise deal with the Confidential Information disclosed by the Discloser only in a manner that is related to the conduct and advancement of the Negotiations; and
- (2) take all reasonable precautions to avoid unauthorised disclosure and protect against unauthorised use of the Confidential Information, such precautions to be at least as stringent as those used by the Recipient for the protection of its own confidential information; and
- (3) immediately advise the Discloser in writing of any inadvertent inappropriate disclosure, misappropriation or misuse by any person of the Discloser's Confidential Information.

3.8 A Recipient must not reverse engineer or decompile any software included in any Confidential Information, or make any unauthorised copies of any Confidential Information.

3.9 All Confidential Information is provided to a Recipient "as-is" and the Discloser makes no warranty of any kind with respect to the suitability or accuracy of Confidential Information or that Confidential Information does not infringe any third party rights.

3.10 A Recipient acknowledges that it has no proprietary rights, title or interest in, and will not acquire any licence, rights, title or interest in, any Confidential Information or other information disclosed by the Discloser.

3.11 The obligation of confidentiality set out in this document operates indefinitely unless the parties otherwise agree in writing.

4. Remedies

4.1 The Recipient acknowledges that it is aware that any breach of this document may result in damage to the Discloser and that the Discloser is entitled to enforce its rights by seeking specific performance or injunction proceedings as monetary damages may not be sufficient relief.

4.2 Provided that the Recipient uses all reasonable and lawful efforts to protect the Discloser's Confidential Information in accordance with this document, the Recipient will not be liable for loss of profits, loss or inaccuracy of data, or indirect, special, incidental or consequential damages, even if the Recipient has been advised of the possibility of such damages.

5. Privacy Act

Where the Discloser is subject to the Privacy Act 1988 (Cth) (Act) the Recipient must, when dealing with the Discloser's Confidential Information, comply with the terms of the Act. This clause applies irrespective of whether the Recipient is required to comply with the terms of the Act.

6. General

6.1 If a provision of this document or a right or remedy of a party under this document is invalid or unenforceable in a particular jurisdiction:

(1) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and

(2) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction. This clause is not limited by any other provision of this document in relation to severability, prohibition or enforceability.

6.2 This document states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

6.3 Nothing in this document gives a party authority to bind any other party in any way. Nothing in this document imposes any fiduciary duties on a party in relation to any other party.

6.4 This document is governed by the laws of Queensland, Australia and the parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

6.5 This document:

(1) may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument; and

(2) becomes binding by exchange of hard copy counterparts or facsimile or email transmission of signed counterparts.

6.6 This document may only be amended by the agreement of all parties recorded in writing.

6.7 Each party must promptly at its cost do all things, including executing all documents, necessary or desirable to give full effect to this document.

6.8 No party has relied on any statement by any other party not expressly included in this document. No party to this document may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

7. Acknowledgement of Agreement: Recipient

This is a legally binding agreement and by accepting you are personally bound by its terms.

I have read the terms of the non-disclosure agreement and I accept the terms.

Date:

Full Name (First and Last):

Signature: