

## Franchise Confidentiality Deed

“Confidential Information” means all information supplied by one party to the other party relating to the first party or its business including but not limited to trade secrets, know-how, techniques, business and marketing plans, projections, financial records, arrangements and agreements with their parties, customer information, information proprietary to customers, plans models, and concepts not reduced to material form but shall not include information which is in or comes to the public domain other than as a direct result of the breach of this Deed by the other party.

“In consideration of Ziggetty Snipits / Nitpro, trading as Nitpro Pty Ltd, 53/1 Arbour Ave, Robina, entering into discussions relating to the possible acquisition or investment of the Ziggetty Snipits / Nitpro business, wishes to exchange and evaluate certain information held by the other party which that other party considers to be confidential. I the applicant, hereby agree:

1. Company's Confidential Information or suffer or permit it to be disclosed to any person or corporation whatsoever and shall not disclose the identity or any details of the business operation or financial accounts to any third party (except accountant, Solicitor or Bank Manager for the purpose of obtaining professional advice) without the prior written consent of Ziggetty Snipits / Nitpro and then only unless expressly authorised in writing
2. Not to make an approach to an employee, customer, supplier, business owner, or any person associated with Ziggetty Snipits / Nitpro without prior arrangement with Ziggetty Snipits / Nitpro, and to refer all queries relating to the business through Ziggetty Snipits / Nitpro.
3. That all information provided to me relating to the Ziggetty Snipits / Nitpro business is used for no other purpose than evaluation / due diligence and determination of the investment potential.
4. If I decide not to proceed with the acquisition or investment of the Ziggetty Snipits / Nitpro business, subject to the terms of any further agreement between the parties, I shall promptly return all copies of the Confidential Information back to Ziggetty Snipits / Nitpro and retain no copies.

Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

