

CONFIDENTIALITY DEED

Dated

BETWEEN

HILLS ROBES & SCREENS PTY LTD
ABN 24 081 724 721

AND

PROSPECTIVE FRANCHISE OWNER
Insert name

CONFIDENTIALITY DEED

BETWEEN: HILLS ROES & SCREENS PTY LTD ABN 24 081 724 721

a company in the State of South Australia with Registered Office at 83 Fullarton Road, KENT TOWN, and carrying on business at 12-14 Pentland Road, SALISBURY SOUTH SA 5106 ("the Company")

AND: THE PERSON REFERRED TO IN THE SCHEDULE ("the Prospective Franchise Owner")

RECITALS:

A. The Company is a franchisor and carries on the business of Wardrobe & Shower Screen manufacture & Installation.

B. The Company and the Prospective Franchise Owner are considering entering into a franchise agreement but before they do so each party wishes to exchange and evaluate certain information held by the other party which that other party considers to be confidential.

NOW THIS DEED WITNESSES:

1 . DEFINITIONS AND INTERPRETATION

"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, surveys, financial records, arrangements and agreements with other parties, customer information, information proprietary to customers, formulae, customer lists, supplier lists, designs, 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.

2. PROSPECTIVE FRANCHISE OWNER'S COVENANTS

2.1 The Prospective Franchise Owner covenants with the Company that the Prospective Franchise Owner shall not disclose the Company's Confidential Information or suffer or permit it to be disclosed to any person or corporation whatsoever (except that the Prospective Franchise Owner shall be permitted to confidentially disclose it to its solicitors, accountants and other professional advisers for the purpose of obtaining professional advice) without the written consent of the Company and upon the terms imposed by the Company.

2.2 Without limiting Clause 2.1 the Prospective Franchise Owner shall not;

(a) use the Company's Confidential Information or use any process or method or system based on the Company's Confidential Information without the written consent of the Company.

(b) use or disclose to a third party any aspect of the Company's Confidential Information for the purpose of contacting or contracting with any employee or customer of the Company.

3. COMPANY'S COVENANTS

The Company covenants with the Prospective Franchise Owner that the Company shall not disclose the Prospective Franchise Owner's Confidential Information or suffer or permit it to be disclosed to any person or corporation whatsoever (except to the Company's solicitors, accountants and other professional advisers for the purpose of obtaining professional advice) without

the written consent of the Prospective Franchise Owner and upon the terms imposed by the Prospective Franchise Owner.

4. RETURN OF CONFIDENTIAL INFORMATION

Subject to the terms of any further agreement between the parties upon demand by one party, the other party shall return all copies of the Confidential Information however embodied, recorded or reproduced.

5. CONTINUING OBLIGATION

The obligations of each of the Company and the Prospective Franchise Owner under this Deed shall survive the finalisation or discontinuance of each party's evaluation of the Confidential Information and/or the execution of any other deed or agreement between the parties except to the extent waived or released by such further deed or agreement.

6. CONSULTANTS AND EMPLOYEES

The Company and the Prospective Franchise Owner shall each assume responsibility for the actions of its consultants and employees who have access to the Confidential Information and shall ensure that the consultants and employees shall be similarly bound by the obligations created under this Deed.

7. RIGHTS

This Deed shall not be construed as granting to the Prospective Franchise Owner any licence, rights or other rights or interests relating to the Company's franchise business except as expressly provided in this Deed or specifically agreed to by the parties in writing.

8. WARRANTY

Each person who executes this Deed warrants that he is authorised to execute this Deed.

SCHEDULE

DATE:
PROSPECTIVE
FRANCHISEE: Name:

Signed for and on behalf of
HILLS ROBES & SCREENS PTY LIMITED ABN 24 081 724 721
by its duly authorised representative

in the presence of:

(Witness)

Signed for and on behalf of the
PROSPECTIVE FRANCHISE OWNER
by its duly authorised representative

Prospective Franchise Owner

Prospective Franchise Owner

in the presence of

(Witness)

(Witness)