



# NON DISCLOSURE AGREEMENT

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2012

Between (First name) \_\_\_\_\_ (surname) \_\_\_\_\_

Between (First name) \_\_\_\_\_ (surname) \_\_\_\_\_

called "the Prospective Franchisee" and  
Pole Fever Fitness in this agreement called "PFF"

## AGREEMENT

In consideration of PFF agreeing to provide the Confidential Documents and the Confidential Information to the Prospective Franchisee, the Prospective Franchisee agrees (subject to any contrary written agreement entered into by the Prospective Franchisee and PFF or any representative) that

1 For a period of 5 years

- 1.1 He/ she will keep the Confidential Documents and the Confidential Information strictly confidential and he / she will not disclose, divulge, communicate, publish or make available to any person any of the Confidential Documents or the Confidential Information except for the purpose of obtaining professional advice from professionally qualified persons and in the event that he discloses, divulges, communicates, publishes or makes available any of the Confidential Documents and/or the Confidential Information to a professionally qualified person for the purpose of obtaining professional advice he will, before disclosing, divulging, communicating, publishing or making available any of the Confidential Documents and/or the Confidential Information, obtain an undertaking by the professionally qualified person to be bound by the provisions of this clause 1,
- 1.2 He/ she will not use the Confidential Documents or the Confidential Information for any purpose or allow any other person to use the Confidential Documents or the Confidential Information for any purpose,
- 1.3 He / she will not directly or indirectly take advantage of or exploit the Confidential Documents or the Confidential Information or allow any other person, either directly or indirectly to take advantage of or exploit the Confidential Documents or the Confidential Information,
- 1.4 He/ she will not copy or in any way reproduce or allow any other person to copy or reproduce any of the Confidential Documents and he will deliver the Confidential Documents to PFF upon request by PFF and also delete any of the Confidential Documents or Confidential Information from any computer on request by Hearing Life.

- 2 PFF owns all of the intellectual property in the Confidential Documents and the Confidential Information including all of the copyright in all of the Confidential Documents.
- 3 In this agreement, unless excluded by the context the expression "the Confidential Documents" includes all documents provided in any way and at any time to the Prospective Franchisee by or on behalf of PFF or any representative and all documents in any way connected with any franchise offered by PFF or any representative and includes any note, calculation, conclusion, summary, record or report prepared by or on behalf of the



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Prospective Franchisee in connection with any documents previously referred to in this clause 3 or in connection with the Confidential Information and further includes any part of any one or more of the Confidential Documents, the expression "the Confidential Information" includes all information whether oral or in writing provided in any way and at any time to the Prospective Franchisee by or on behalf of PFF or any representative and all information whether oral or in writing in any way connected with any franchise offered by PFF or any representative and further includes any part of any of the Confidential Information, the expression "representative" includes any related entity as defined by the Corporations Act 2001 as amended of PFF and any of the officers, servants, agents, employees, solicitors and accountants of PFF or any related entity of PFF as defined by the Corporations Act 2001 as amended and a reference to any gender includes every gender, the singular includes the plural and vice versa and references to persons include bodies corporate and vice versa.

- 4 In this agreement if the Prospective Franchisee is more than one person then the obligations imposed by this agreement bind each of the persons included in the expression "the Prospective Franchisee" severally and any two or more of those persons jointly. If any part of this agreement is void, invalid or unenforceable or this agreement will be void, invalid or unenforceable unless a part of this agreement is severed from this agreement then that part shall be severed from and shall not affect the continued operation of the remainder of this agreement.
- 5 Clause 1 does not apply to any part of any of the Confidential Documents or any part of the Confidential Information which the Prospective Franchisee can establish that the Prospective Franchisee received prior to receipt of the Confidential Documents or the Confidential Information from PFF or any representative or can establish is in the public domain (other than as a result of a breach of clause 1 of this agreement) or is required by law to disclose and then only to the extent necessary to comply with the law requiring disclosure provided that the Prospective Franchisee, if permitted by law to do so, immediately notifies PFF of full details of the requirement to disclose and the disclosure required.

Executed unconditionally by the parties.

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Signed on behalf the Prospective Franchisee

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Signed on behalf the Prospective Franchisee

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Signed on behalf of PFF