



DATED: \_\_\_\_\_

BETWEEN

**KWIK KOPY AUSTRALIA PTY LIMITED  
ABN 27 002 218 822**

AND

\_\_\_\_\_  
**THE APPLICANT WHO'S SIGNATURE, NAME  
AND ADDRESS IS SET OUT IN THE  
SCHEDULE TO THIS AGREEMENT**

\_\_\_\_\_  
**CONFIDENTIALITY DEED**  
\_\_\_\_\_

## **CONFIDENTIALITY DEED**

**BETWEEN:** **KWIK KOPY AUSTRALIA PTY LIMITED ABN 27 002 218 822** a company in the State of New South Wales of level 9, 50 Berry Street, North Sydney 2060 (**Company**)

**AND:** **The person or persons referred to in the Schedule (Prospective Franchisee, the Guarantors and the Franchise Operators)**

### **RECITALS:**

- A. The Company is a franchisor and carries on the business of instant print franchising using the "Kwik Kopy System".
- B. The Company, the Prospective Franchisee, the Guarantors and the Franchise Operators are considering negotiating for the grant or transfer of a Kwik Kopy franchise and entering into a franchise agreement. 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**

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**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 their 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. COVENANTS - PROSPECTIVE FRANCHISEE, GUARANTORS, FRANCHISE OPERATOR**

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- 2.1 The Prospective Franchisee, the Guarantors and the Franchise Operators covenant with the Company that they shall not disclose the Company's Confidential Information or suffer or permit it to be disclosed to any person or corporation whatsoever (except that they will be permitted to disclose it to their solicitors, accountants and other professional advisers for the purpose of obtaining professional advice) without the prior written consent of the Company and then only upon the terms imposed by the Company.
- 2.2 Without limiting Clause 2.1 the Prospective Franchisee, the Guarantors and the Franchise Operators 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; or
  - (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 client of the Company.

#### **3. COVENANTS - COMPANY**

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The Company covenants with the Prospective Franchisee, the Guarantors and the Franchise Operators that the Company shall not disclose their 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 them and upon the terms imposed by them.

**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 promptly return all copies of the Confidential Information however embodied or recorded.

**5. CONTINUING OBLIGATION**

The obligations of each of parties 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 parties 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 Franchisee 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 or she is authorised to execute this Deed.

<b>SCHEDULE</b>	
<b>Prospective Franchisee:</b>	<b>Name:</b> <b>ACN/ABN:</b>
<b>Prospective Guarantors:</b>	<b>Name:</b> <b>Address:</b>
	<b>Name:</b> <b>Address:</b>
<b>Prospective Operators:</b>	<b>Name:</b> <b>Address:</b>
<b>Date:</b>	
<b>Signed Sealed and Delivered</b> by KWIK KOPY AUSTRALIA PTY LIMITED ABN 27 002 218 822	..... <b>Benoit Davi – Franchise Sales Manager</b>
	..... <b>Wayne Stanton- Secretary</b>
<b>Date:</b>	
<b>Signed Sealed and Delivered</b> for and on behalf of the Prospective Franchisee, the Guarantors and the Franchise Operators by the following persons	..... <b>Signatory</b>
..... <b>Signature of witness</b>	..... <b>Signatory</b>
<b>Print Full Name of Witness:</b>	

