



**Megasealed**<sup>™</sup>  
Bathrooms & Balconies

# CONFIDENTIALITY AGREEMENT

**MEGASEALED BATHROOMS & BALCONIES  
FRANCHISE AUST PTY LTD (ACN 108 740 530)  
(the “Franchisor”)**

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**(the “proposed Franchisee”)**

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**This Agreement is** made on \_\_\_\_\_ ( date )

## **PARTIES**

**MEGASEALED BATHROOMS & BALCONIES FRANCHISE AUST PTY LTD**  
**(ACN 108 740 530)** of Unit 5, 133 Beauchamp Road, Matraville NSW 2036  
(franchisor)

AND

\_\_\_\_\_ of \_\_\_\_\_  
(proposed franchisee) ( address )

## **BACKGROUND**

**A** The franchisor is the owner of the franchise system business known as Megasealed Bathrooms & Balconies.

**B** The franchisor grants licences of its business system by way of franchise.

**C** The proposed franchisee desires to acquire a licence of the franchisor's business systems by way of franchise agreement.

**D** The proposed franchisee has requested the franchisor to provide to the proposed franchisee a disclosure document and draft franchise agreement and provide business and financial information regarding the franchise business for the purpose of considering the franchise business opportunity and obtaining legal, accounting and business advice.

## **1. Definitions & interpretation**

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**confidential information** includes, the contents of all documentation or information provided to the proposed franchisee and includes the disclosure document, the franchise agreement and any other material or information whether it be written or verbal relating to the business activities of the franchisor, the franchise business, all systems, business know-how of the franchisor and the franchise business, the financial details, the structure, sources of business and all like material which is disclosed to the proposed franchisee by the franchisor in the course of negotiations with the proposed franchisee.

**disclosure document** means a disclosure document which the franchisor must issue pursuant to the Franchising Code of Conduct under the Section 51AE, Part IVB of the Competition and Consumer Act 2010 (Cth) or any subsequent legislation.

**franchise agreement** means a franchise agreement which the franchisor must issue pursuant to the Franchising Code of Conduct under the Section 51AE, Part IVB of the Competition and Consumer Act 2010 (Cth) or any subsequent legislation.

**parties** means the franchisor and the proposed franchisee as the case may be.

## 1.1 Interpretation

1.1.1 The following rules of interpretation apply unless this deed requires otherwise.

1.1.1.2 the singular includes the plural and conversely;

1.1.1.3 a gender includes all genders;

1.1.1.4 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.1.1.5 a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;

1.1.1.6 a reference to a clause or schedule or attachment is to a clause of or schedule or attachment to this deed;

1.1.1.7 a reference to a party includes the party's successors and permitted assigns;

1.1.1.8 a reference to any agreement or document is to that agreement or document as amended, novated, or replaced from time to time, except to the extent prohibited by this deed or that other deed or document;

1.1.1.9 a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;

1.1.1.10 a reference to conduct includes any omission or any statement or undertaking, whether or not in writing; mentioning anything after include, includes or including does not limit what else might be included.

1.2 Headings are for convenience only and do not affect interpretation.

1.3 Parties separately and any 2 or more of them jointly.

1.3.1 If a party consists of more than 1 person, this deed binds each of them separately and any 2 or more of them jointly.

1.3.2 A party which is a trustee is bound both personally and in its capacity as a trustee.

## **2.Provision of information**

2.1 The franchisor agrees to provide to the proposed franchisee the confidential information on the terms and conditions set out in this deed, which the proposed franchisee accepts.

## **3.Confidential information**

3.1 The proposed franchisee covenants and agrees that it will at all times keep absolutely secret and confidential, and will not directly or indirectly disclose to any third party at any time for whatever purpose, the confidential information, other than for the purpose of obtaining business, legal and accounting advice.

3.2 The proposed franchisee acknowledges that the confidential information is and remains the property of the franchisor and the provision of the information under this deed to the proposed franchisee does not assign any rights over the information to the proposed franchisee.

3.3 The proposed franchisee acknowledge that it will be entitled to make copies of any documents only for the purpose of providing the same to its legal, accounting and business advisers and for the purpose of obtaining appropriate advice on the franchise business.

3.4 The proposed franchisee warrants that in the event it does not proceed to enter into a franchise agreement with the franchisor, all original documents provided to the proposed franchisee and copies made by the proposed franchisee, its financial, business and legal advisers will be returned to the franchisor.

3.5 The confidential information shall not include information which is generally available in the public domain except as a result of disclosure by the proposed franchisee, its employees, representatives or associates in breach of this deed.

## **4.Indemnity**

4.1 The proposed franchisee agrees that it will ensure that no person whom the proposed franchisee has provided and will provide the confidential information to will commit any breach of this deed and the proposed franchisee will indemnify the franchisor from any loss or expense in the event any persons commits any breach of this deed.

## **5.Injunctive relief**

5.1 The proposed franchisee acknowledges and agrees that the franchisor may obtain any injunctive relief deemed appropriate for any breach of this deed.

**6. Assignment**

6.1 The rights conferred by this deed to the proposed franchisee are personal to the proposed franchisee and must not be assigned to any third party without the written consent of the franchisor which may be refused at the franchisor's sole discretion.

**7. Governing law and jurisdiction**

7.1 The law of New South Wales governs this deed.

7.2 The *parties* submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction there.

**Signing**

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**Executed as a Deed**

**EXECUTED BY MEGASEALED BATHROOMS & BALCONIES FRANCHISE AUST PTY LTD  
ACN 108 740 530 in accordance with section 127(1) of the Corporations Act by:**

.....  
**Authorised Officer**

.....  
**Signature of witness**

.....  
**Name of Authorised Officer**

.....  
**Name of witness**

**SIGNED SEALED AND DELIVERED**  
by \_\_\_\_\_ )

in the presence of: )

).....  
**) Signature of [proposed franchisee]**

.....  
**Signature of witness**

.....  
**Name of witness (please print)**