



CONFIDENTIALITY DEED

TO: *The Coffee Club* Franchising (NZ) Limited ("Franchisor")

BY: Jointly and severally the party/ies described in the signing provision as the Applicant ("Applicant")

- A The Franchisor is the owner, licensor, in possession of, has acquired and/or developed considerable valuable information in relation to *The Coffee Club* system, intellectual property, franchisees, and business ("*The Coffee Club* Business").
- B The Applicant seeks to apply for a *The Coffee Club* franchise and as such seeks to be given or disclosed information in relation to *The Coffee Club* Business.
- C The Franchisor is willing to disclose to the Applicant certain Confidential Information in respect to *The Coffee Club* Business in accordance with the terms of this Deed.
- D The Applicant acknowledges the Franchisor's right to preserve and protect the confidentiality of the Confidential Information.

1.1 "Confidential Information" means for these purposes of this Deed:

- (a) all information of or used by the Franchisor and/or its associates, relating to the *The Coffee Club* Franchise, System, Intellectual Property and their transactions, operations and affairs and *The Coffee Club's* associates and franchisees; and/or
- (b) all other information advised or treated by the Franchisor as confidential; and/or
- (c) all notes, data, reports and other records (whether or not in tangible form) based on, incorporating or derived from information referred to in paragraphs (a) or (b); and/or
- (e) all copies (whether or not in tangible form) of the information, notes, reports and records and referred to in paragraphs (a), (b), (c); and
- (f) that is not public knowledge (otherwise than as a result of a breach of a confidentiality obligation of a party).

1.2 The Applicant:

- (a) must keep confidential any Confidential Information disclosed to the Applicant and/or its associates by the Franchisor or its representatives, or of which the Applicant becomes aware, except information which is public knowledge otherwise than as a result of an unauthorised disclosure or breach of confidentiality by the Applicant, its associates or any of its permitted discloses; and
- (b) may disclose any Confidential Information in respect of which the Applicant has an obligation of confidentiality under paragraph (a) only:
 - (i) to those of the Applicant's officers or employees or financial, legal or other advisers who:
 - (A) have a need to know for the purposes of determining whether to enter into a *The Coffee Club* Franchise; and
 - (B) undertake to the Applicant (and, where required by the Franchisor, to the Franchisor also) a corresponding obligation of confidentiality to that undertaken by the Applicant under this clause 1.2; or
 - (ii) with the prior express written approval of the Franchisor.

- 2.1 This Deed is governed by the laws of New Zealand and the parties expressly submit to the exclusive jurisdiction of the courts of that country.
- 2.2 If any provision of this Deed should be held to be invalid in any way or unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Deed shall be construed so as to most nearly give effect to the intent of the parties as it was originally executed.
- 2.3 No delay or omission by either party to exercise any right, power or remedy occurring hereunder shall exhaust or injure any such right, power or remedy or shall be construed to be a waiver of any such right, power or remedy.
- 2.4 The Applicant executes this Agreement as a Deed.

Applicant: _____
Signature: _____
Name: _____
Date: _____

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Signature: _____
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Date: _____