



DEED OF CONFIDENTIALITY

This Deed datedbetween the party names in Item 1 of the Schedule (“the Receiving Party”) and the party or parties named herein (“The Provider”) and CASHFLOW MOMENTUM PTY LTD (ABN 26 168 317 968) of 3A Gertrude Street, Templestowe Lower VIC 3107.

Confidential Information

1.1 The Provider(s) (seller of the franchise system) possesses certain information and business secrets (“the information”) concerning the business operation of the Provider(s). This information means and includes information relating to the Provider(s) of every kind whatsoever obtained by the Receiving Party on behalf of the Provider.

1.2 The Receiving Party has requested The Provider(s) to disclose the information to the Receiving Party to enable the Receiving Party to determine whether it wished to make an offer to purchase the business operation of the Provider(s).

1.3 The information is regarded by the Provider(s) as confidential and is of a nature, which if misused or disclosed to unauthorized persons, may cause substantial damage to the Provider(s).

1.4 The information does not include any information already in the possession of the receiver at the time it is disclosed, nor any information which is in the public domain, nor any information that is provided to the receiver by a third party. Information that is required by law to be disclosed by the receiver shall not constitute a breach of this deed.

The Receiver Agrees

In consideration of this agreement to disclose the information the Receiving Party and its agents agree, undertake and covenant with the Provider(s) that they will:

Keep All Information Confidential

2.1 keep the information strictly confidential and will not sell, publish or otherwise disclose it to any person in any manner without the Provider’s prior written consent except for disclosing to the Receiving Party’s legal and financial consultants and advisers, provided the Receiving Party ensures such persons are aware of the terms of this document; and

Prevent Unauthorized Access

2.2 take proper and adequate precautions at all times and enforce such precautions to preserve the secrecy and confidentiality of the information and, in particular, but without any way limiting the generality of the forgoing, take all reasonable necessary action to prevent any unauthorized person obtaining access to the information whether by direct or indirect exposure to it or otherwise.

Intellectual Property of The Provider

In the event that the receiving party does not decide to purchase a Cashflow Momentum franchise which can only be achieved directly through The Provider(s):

The obligations of the Receiving Party under this Agreement continue in full force and therefore the Receiving Party must:

3.1 not use the information for any purpose or in any manner;

3.2 promptly;

(i) return to the Provider(s) all materials containing or relating to the information;

(ii) Destroy all copies and reproductions, in whatever form, of what material and any analysis, reports or other material generated by or for the Receiving Party in relation to the business.

SCHEDULE

Item 1

To be completed by the Receiving Party (The recipient of the Confidential Information)			
Name:	Phone:	Fax:	Mobile:
Company Name:	Email:		
Address:	Post Code:		
Signature		Date	

Item 2

The Receiving Party agrees that all information on any business provided by CASHFLOW MOMENTUM Pty Ltd. Is strictly confidential and is for the Receivers benefit only unless otherwise authorized by the Provider(s) and only for the purposes of evaluating this opportunity.

Item 3

The Receiving Party acknowledges and accepts that in the event of any breach of the terms stipulated herein causing any form of loss or consequential damages to the Provider(s) will result in legal action against the offending party.