

CONFIDENTIALITY AGREEMENT

You have expressed interest in purchasing an M and R Electrical Wholesaling franchise from M & R Electrical Wholesaling Franchises Pty Ltd (**ACN 159 505 996**). In the course of You conducting an assessment of whether to purchase a franchise and M & R Electrical Wholesaling Franchises Pty Ltd deciding whether to appoint you as a franchisee (**the Assessment**) it is necessary for M & R Electrical Wholesaling Franchises Pty Ltd to disclose certain Confidential Information to You.

1. In consideration of M & R Electrical Wholesaling Franchises Pty Ltd providing You with material relating to your application to become a franchisee, You must maintain the Confidential Information in strictest confidence, must use or permit the use of Confidential Information only for the Approved Purposes, and must not expressly or by implication directly or indirectly, as agent, employee or otherwise disclose the Confidential Information to any person except your legal and financial advisers in relation to seeking advice regarding the purchase of the franchise.
2. If You decide not to proceed You must cease to use and return to M & R Electrical Wholesaling Franchises Pty Ltd all Confidential Information held by You or within Your control, and must ensure that all of Your advisers/agents who have received or had access to Confidential Information cease to use, and return that Confidential Information to M & R Electrical Wholesaling Franchises Pty Ltd. You must not then directly or indirectly, as agent, employee or otherwise use or divulge any Confidential Information of M & R Electrical Wholesaling Franchises Pty Ltd except as permitted by M & R Electrical Wholesaling Franchises Pty Ltd.

In this agreement:

Approved Purposes means purposes directly related to the conduct of the Assessment or such other purposes as may be agreed between M & R Electrical Wholesaling Franchises Pty Ltd and You in writing.

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Confidential Information means:

- (a) information of a confidential nature concerning or in any way related to M & R Electrical Wholesaling Franchises Pty Ltd's business, or that of any of its related corporations, or any of their directors or shareholders except that referred to in (c) below (**the Information**);
- (b) all manuals, documents, letters, memoranda, computer files or other form of documentation or communication in whatever form of reproduction which evidences, contains or reproduces any of the Information (**the Documentation**);
- (c) any other agreement or other documents provided M & R Electrical Wholesaling Franchises Pty Ltd or its related corporations except:
 - (i) any information which is in the public domain at the time of provision or which subsequently becomes in the public domain through no breach of this agreement;
 - (ii) is required to be disclosed by law; or
 - (ii) M & R Electrical Wholesaling Franchises Pty Ltd agrees in writing with You that may be disclosed.

Signed by You:.....

Address.....

Name:.....

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Title:.....

Date.....