



CONFIDENTIALITY COVENANT

To: Zephyr Franchises Limited ("the Franchisor") and its professional advisors

1. The applicant(s) named below ("the Applicant") is in the process of determining whether or not they wish to become a Zephyr Pure Air Ventilation Franchisee.
2. In consideration of the Applicant's agreements, acknowledgements set out below the Franchisor and its professional advisors have agreed to disclose to the Applicant certain confidential information, systems, techniques and procedures that are generally not known to the public pertaining to the promotion, marketing, operation and management of a Zephyr Pure Air Ventilation Franchise including but not limited to the information contained in the Disclosure Document, the Franchise Agreement and the Franchise Manuals (all such information and documentation collectively referred to as the "Proprietary Information").
3. The Application acknowledges and agrees:
 - (a) Not to disclose any of the Proprietary Information, use it in any way, or assist any other person or entity including any employee or officer of the Application to use it either during the term of negotiations between the Application and the Franchisor or at any time thereafter; and
 - (b) To take any and all steps necessary to preserve and protect the Proprietary Information from publication, communication or any other unauthorised disclosure; and
 - (c) That the Proprietary Information is of commercial value to the Franchisor and the Applicant undertakes not to use any of the Proprietary Information in any way that would be harmful to the best interests of the Franchisor; and
 - (d) That if any employee of the Applicant reasonably requires access to the Proprietary Information then the Applicant shall first obtain the approval of the Franchisor and if such approval is forthcoming shall arrange for such employees to sign a written and binding confidentiality undertaking comparable in scope and duration to this covenant and undertaking; and
 - (e) To return to the Franchisor the Proprietary Information disclosed to it in any form whatsoever at any time upon the request of the Franchisor or its professional advisors and not to keep any copies; and
 - (f) That it will not obtain any proprietary rights of any kind to the Proprietary Information; and
 - (g) To indemnify the Franchisor from and against all claims, proceedings, damages, losses, liability, expenses and costs which the Franchisor suffers (including all legal costs on a solicitor and client basis) concerning any breach by the Applicant or its officers, employees or agents of this covenant; and
 - (h) That upon breach of any of this covenant, it will be difficult to determine the resulting damage to the Franchisor or its professional advisors and, in addition to any other remedies it may have, the Franchisor or its professional advisors shall be entitled to make application in a Court of competent jurisdiction of temporary or permanent injunctive relief without the necessity of proving actual damages; and
 - (i) That the Applicant's obligations under this covenant continue notwithstanding the termination of the Applicant's application (for any reason whatsoever) of the acceptance of such application.

Signed by the Applicant(s) this _____ day of _____ 20____

Signed in the presence of:

Signature

Name

Address

Occupation

Signed in the presence of:

Signature

Name

Address

Occupation