

Jesters Franchising NZ Limited

And

Confidentiality Agreement

I, _____ of _____,
New Zealand, acknowledge and agree with Jesters Franchising NZ Limited (Jesters)
as follows:

1. During the course of my negotiations with Jesters I will acquire knowledge of the confidential information defined in clause 3 of this agreement relating directly or indirectly to Jesters and the business conducted by Jesters (Business).
2. I agree with Jesters as follows:
 - (a) that the Confidential Information whether written or oral, disclosed or made available to me in connection with the Business will be treated as confidential and will not be disclosed or made available by me directly or indirectly to any third party nor used for any purpose.
 - (b) To take all reasonable steps to preserve the confidentiality of the Confidential Information.
 - (c) That the Confidential Information is and will remain the exclusive property of Jesters
 - (d) That nothing in this agreement grants to me expressly or by implication any proprietary or other right to the Confidential Information
 - (e) That I will not at any time, disclose, reveal, or use directly or indirectly for my own benefit, for the benefit to others, or for any other reason, the Confidential Information and
 - (f) That I will not edit, or publish, or cause to be written, edited or published, any paper, article, journal, speech, or other medium of communication, concerning any part or aspect of the Confidential Information.
3. In this agreement "Confidential Information" means in addition to its natural and ordinary meaning all details supplied to, known by, or ascertained by me as to;
 - (a) The personnel employed by, professional and other advisors of, bankers and financiers of, lenders to, borrowers from, debtors and creditors, suppliers, customers, agents, and associates of Jesters.
 - (b) The business affairs, accounts, budgets, taxation and other returns, books of account, extract of accounts, advices whether or not by letter, records of every kind, valuations, plans, proposals, minutes, records of meetings, conversations, discussions and consultations, whether written or recorded by electronic means, and correspondence sent and received, of Jesters, whether original or copies.
 - (c) The method of operation of the Business, and the methods of operation of supply, ordering, employing, measuring, testing product storage, preparation, and handling used by the Business.
 - (d) The inventions, formulae, processes, products, equipment, devices, and materials, directly or indirectly used or useful in or in connection with the Business
 - (e) The premises of the business and the design, construction, lay-out and use of the premises
 - (f) The copyrights, trademarks, trade names, trade secrets and business names, of the business

- (g) Information concerning products, services, research work, and proposed developments, whether or not supplied by customers of the Business
- (h) The technical engineering, and specialised scientific, information relating to the products and services of the Business or supplied by customers of the Business and
- (i) Any other matter or thing touching the affairs of the Business or Jesters

but the Confidential Information does not include any thing in the public domain unless by reason of my default under this Agreement.

4. This agreement is binding upon and will ensure to the benefit of the parties and their respective executors, administrators, personal representatives, successors and assigns.
5. Each one of the terms and conditions of this Agreement is separate and severable from the others and if any one or more are determined to be invalid or unenforceable by a court, the determination and the consequential severance will not invalidate the rest of the Agreement which will remain in full force.
6. A waiver of a provision of this Agreement or a consent to a departure from its terms will not be effective unless it is in writing and will be limited to the specific instance and the purpose for which it is given.
7. A default or delay in exercising a right, power, privilege, will not operate as a waiver of that or any other right and a single or partial exercise will not preclude a further exercise of that right or the exercise of any right, power, or privilege.

EXECUTED by the Parties as a Deed on

2008.

Signed by

in the presence of;

Witness:

Address:

Occupation: