

KIWIKRANE
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Confidentiality Agreement

This agreement is between Kiwikrane Franchising Limited (KFL) and the below named person/s (Recipient/s) who have shown an interest and made enquires about becoming a Kiwikrane Franchisee.

Our discussions with you will be confidential with all information and documentation being supplied to you kept secure and confidential (except to officers, employees, professional advisers, banks, financial advisers and other persons for purposes directly related to the evaluation of this franchise business, who will all be informed of the ongoing confidentiality) and used solely for the purpose of exploring your interest in the Kiwikrane franchise system.

In particular, the confidentiality will extend to all information concerning the franchise system, Kiwikrane products, services, intellectual property, financial information, manuals, systems, ideas, dealings, transactions, affairs and other proprietary information ("Confidential Information"). This confidentiality continues to exist whether the Recipient/s goes on to become a franchisee or not and all information belongs to KFL, and use of the information may be withdrawn at any time by KFL. It's also acknowledged that the recipients agree they have been the recipients of confidential information and will not disadvantage or compete against KFL in anyway either directly or indirectly for a period of five years.

The below agrees to indemnify KFL against all losses, damages expenses and legal costs that KFL may reasonably sustain or incur as a result, whether directly or indirectly, of any breach by the Recipient of this agreement including breach by any of the persons referred to in this document.

The Recipient acknowledges that while every effort is made to ensure the accuracy of the Confidential Information, KFL makes no representations as to the accurateness or completeness of the Confidential Information and in this respect agrees that KFL shall not be liable whatsoever for any claim, expense, loss, damage or cost the Recipient may incur as a result of the Confidential Information being incomplete or inaccurate in any way for any reason.

By signing below and sending the original (or copy via email to thomas@kiwikrane.co.nz) KFL and the recipients agree to be bound by this document.

Thomas Felton
Operations Manager
Kiwi Franchising Limited

Date: 19/01/2022

Name or Names of Recipients

Signature of Recipient/s

Date

Phone Number

Email Address

Postal Address