

# Red Rooster Pre Disclosure Confidentiality Agreement

Red Rooster Foods Pty Ltd  
ACN 008 754 096

## Red Rooster Pre Disclosure Confidentiality Agreement

Date 20

### Parties

1. **Red Rooster Foods Pty Ltd** ACN 008 754 096 of 2/200 Wellington road Clayton in the State of Victoria (**Franchisor**)
2. The entity named in Item 1 of the Schedule as the prospective Franchisee (**Prospective Franchisee**)
3. The person named in Item 2 of the Schedule as the Principal (**Principal**)

### Background

- A. The Franchisor operates a retail system under the name Red Rooster using its original development of an image and technique for the sale of food products.
- B. The Franchisor has also developed certain unique recipes and formulae used in the preparation of the food products which are essential elements of the system.
- C. The system is a comprehensive food retail sales system and its foundation and essence is the adherence by franchisees of the system to the standards and policies of the Franchisor providing for uniform operation of all of the Franchisor's stores including but not limited to the use of only prescribed equipment, building layout and designs, cooking methods and techniques, efficient and courteous service and business operation.
- D. The Prospective Franchisee has either applied to the Franchisor for the grant of a Red Rooster franchise (**Franchise**) in respect of the premises specified in Item 3 of the Schedule (**Premises**) or entered into a written agreement with the current franchisee of the Premises to acquire from the current franchisee all of its right, title and interest in relation to the Franchise and the Premises.
- E. The Prospective Franchisee and the Principal (individually and collectively the **Confidant**) acknowledge the desire and right of the Franchisor to preserve the secrecy of the confidential information particularised in Recitals A, B and C.

**In Consideration** of these premises and of the mutual covenants contained in this agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **1. Definitions and Interpretation**

### **1.1 Interpretation**

In this agreement, unless the context otherwise requires:

- (a) every clause in this agreement in which more than one (1) person agrees shall bind such persons and every two or more of them jointly and each of them severally;
- (b) a reference to a person includes that persons successors and permitted assigns.
- (c) the singular includes the plural and vice versa; and
- (d) headings are for ease of reference only and do not affect the interpretation of the clauses they introduce.

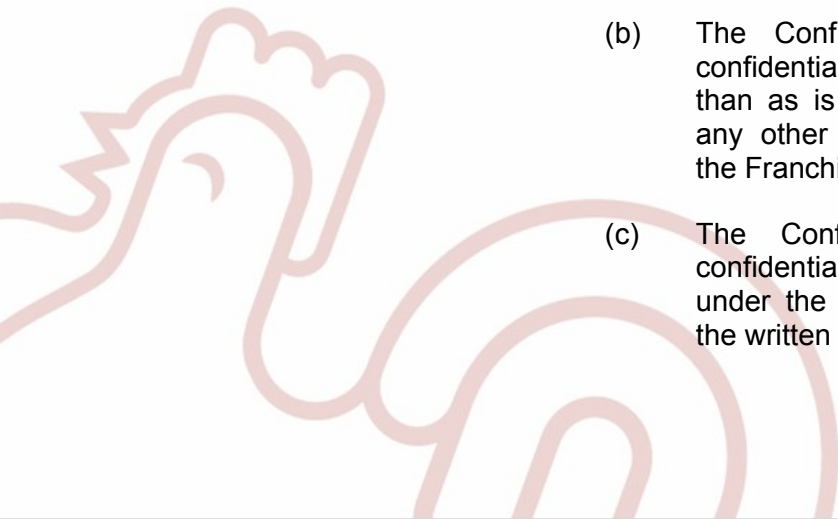
### **1.2 Definitions**

In this Agreement unless the context otherwise requires:

**confidential information** means the confidential information of the Franchisor particularised in Recitals A, B and C hereof and any other information disclosed to the Confidant by the Franchisor pursuant to this agreement or any other agreement entered into between the Franchisor and the Confidant.

## **2. Confidential Information**

- (a) The Confidant acknowledges that during the period between the date of this Agreement and the date of commencement of any Franchise Agreement entered into between the Franchisor and the Confidant, the Confidant agrees to maintain the confidence of any confidential information it may become aware of and to prevent its unauthorised disclosure to or use by any other person firm or company.
- (b) The Confidant agrees not to use the confidential information for any purpose other than as is authorised in this Agreement or any other document entered into between the Franchisor and the Confidant.
- (c) The Confidant shall not remove the confidential information from any premises under the control of the Franchisor without the written consent of the Franchisor.



- (d) The Confidant shall not for whatever reason copy, memorise or in any manner reproduce or reverse engineer any of the confidential information.
- (e) The Confidant agrees to return any or all confidential information on request to the Franchisor.
- (f) Nothing in this Agreement shall impose an obligation on the Confidant with respect to maintaining confidence regarding any portion of the confidential information which is:
  - (i) generally known or available by publication, commercial use or otherwise (except by reason of a breach of this Agreement); or
  - (ii) is already known by the Confidant at the time of disclosure.
- (g) The Confidant agrees that he will not disclose the confidential information or cause or permit any part of the confidential information to be disclosed to any person without the prior written consent of the Franchisor and then only on the basis that the confidentiality of the confidential information is similarly respected in the same manner as provided in this Agreement.

### **3. Disclosure**

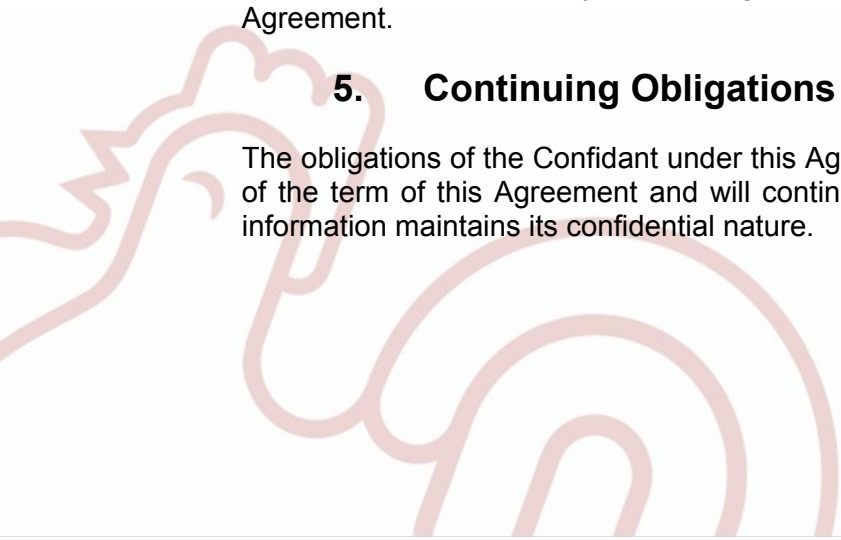
The Confidant and each party comprising the Confidant jointly and severally agrees to disclose to the Franchisor all ideas and original works made or authored by them during the term of this Agreement.

### **4. Injunctive Relief**

The Confidant and each party comprising the Confidant jointly and severally acknowledges that the Franchisor may obtain injunctive relief against the Confidant and each party comprising the Confidant for any breach of this Agreement.

### **5. Continuing Obligations**

The obligations of the Confidant under this Agreement will survive the expiration of the term of this Agreement and will continue for so long as the confidential information maintains its confidential nature.



## **6. Confidants Right to Use**

This Agreement does not grant to the Confidant any right to use the confidential information except as expressly provided for in this Agreement or as otherwise specifically agreed in writing by the parties to this Agreement.

## **7. Assignment**

- (a) The Franchisor may assign its rights and obligations under this Agreement without the consent of the Confidant.
- (b) This Agreement is personal to the Confidant and may not be assigned by the Confidant without the prior written consent of the Franchisor which the Franchisor may withhold or grant on such terms and conditions as the Franchisor may deem fit.

## **8. Governing Law**

This Agreement shall be governed by the law of the state in which the Premises are situated and the parties submit to the jurisdiction of the courts of that state.



## Schedule

1. **Prospective Franchisee:**

**Name:**

**Address:**

2. **Principal:**

**Name:**

**Address:**

3. **Premises:**

### Executed as a Agreement.

**Signed by Gary Glen** for and on behalf of **Red** )  
**Rooster Foods Pty Ltd** )  
ACN: 008 754 096 )  
)

.....  
Signature

**Signed by** ..... in the )  
presence of )  
)

.....  
Signature

.....  
Signature

.....  
Signature of Witness

.....  
Name of Witness  
(Please Print)

