

Worldwide Salon Marketing Confidentiality Agreement

Dear Sirs,

Well done in downloading this document and taking action that could see you building a substantial business over the next two years.

We need this document signed as we will be releasing very important and sensitive commercial information to you.

Once completed this document will allow us to send you the rest of the Distributor Pack. This includes:-

- **Expression of Interest**
- **Executive Summary**
- **Opportunity Presentation**
- **Applicant Background Form**
- **In Detail Spread Sheets including Sales Turnover, Costs and Profit**

Please read through the Confidentiality Agreement closely and then fill in your company name or the name of the person, including trusts who will be buying the license. Then sign and date it in front of a witness who will need to complete the final section of the agreement.

Please then fax it to George Slater at Worldwide Salon Marketing on +61 893 884 722

Once that is done we can then release the above.

When that is Done I will give you a call to discuss this exciting opportunity further.

Regards George Slater
Distribution Manager Worldwide Salon Marketing

**Worldwide Salon Marketing
Confidentiality Agreement**

This Agreement is between:

Worldwide Salon Marketing Pty Ltd ACN 112 848 978 of 144 Northwood St West Leederville
Western Australia 6007 ("Owner")

And

("Confidant")

Background:

- A. The Owner is engaged in the business Providing Marketing Tools for the Salon & Spa Industry ("Business").
- B. The Owner has developed a unique and proprietary system for the Business being The Essential Salon Owner's Marketing Toolkit ("System").
- C. For the purpose of employment by the Confidant to the employer Owner or evaluation ("**Evaluation**") by the Confidant of the System the Confidant has requested the Owner to disclose to the Confidant certain information which the Owner designates as confidential.
- D. The Confidant has agreed to provide its exact identity and legal names. Where the Confidant is a company the Confidant has agreed to provide evidence of its certificate of incorporation. Where the Confidant is a partnership each partner needs to sign a separate Confidentiality Agreement.

The Parties agree:

1. "**Confidential Information**" includes:

- 1.1. all information passing from the Owner to the Confidant relating to the Business and the System from the date of this Agreement.
- 1.2. the Owner's trade secrets, know-how, techniques, business and marketing plans and projections, arrangements and agreements with third parties, customer information and customer information proprietary to customers, customers' list concepts not reduced to material form, designs, plans, models, financial information, business plans, equipment and techniques used by the Owner
- 1.3. such information, documents and data stored by any means and any information made available to the Confidant in the course of the Confidant's dealings with the Owner
- 1.4. intellectual property rights of the Owner
- 1.5. financial position and reputation of the Owner
- 1.6. internal management and structure of the Owner
- 1.7. personnel, policies and strategies of

1.8. Owner's clients and suppliers

1.9. information of the Owner that has any actual or potential commercial value to the Owner or to the person or corporation which supplied that information

2. The Confidant covenants with the Owner that the Confidant will not disclose the Confidential Information or suffer or permit it to be disclosed to any person or related corporation whatsoever except with the written consent of the Owner 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. Without limiting the generality of the above, the Confidant must:

3.1. not develop, open or operate a business based on the Confidential Information;

3.2. not use or disclose to any third party any aspect of the Confidential Information for the purpose of contacting or contracting with any employee or client of the Owner;

3.3. not copy or otherwise reproduce any part of the Confidential Information except with the prior written consent of the Owner;

3.4. as and when requested by the Owner to promptly return any of the Confidential Information to the Owner;

3.5. not disclose the Confidential Information to any of its collaborators, employees, consultants or any other person except to the extent to which under the circumstances those persons have a need to know and in such event to instruct those persons concerning the confidentiality of the information and obtain from them a confidentiality undertaking in the terms of this Agreement;

3.6. indemnify against any claim, loss, expense or damage made against or suffered or incurred by the Owner as a result of the breach by any third party of the terms of any confidentiality agreement entered into under the above sub-clause.

4. In the event of a breach or threatened breach of this Agreement by the Confidant, the Owner without prejudice to all other rights it may have at law is entitled to an injunction restraining the Confidant from committing any breach of this Agreement without showing or proving any actual damage sustained by the Owner.

5. The obligations of the Confidant under this Agreement survive

5.1. the finalisation or discontinuance by the Confidant of its evaluation of the Confidential Information

5.2. the conclusion of any contracts between the Owner and Confidant

5.3. any provision of services or goods by the Confidant to the Owner

5.4. any provision of services or goods by the Owner to the Confidant

5.5. any provision of personal service (e.g. employee) by the Confidant

6. Subject to the terms of any further agreement between the parties and upon the completion of the Evaluation by the the Owner.

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Confidant the Confidant returns all copies of the Confidential Information howsoever embodied or recorded (electronically or otherwise) at the direction of the Owner.

7. This Agreement is not construed as granting to the Confidant any license, rights or other rights relating to the System except as expressly provided in this Agreement or specifically agreed to by the parties in writing.

8. This Agreement is governed by the law of the Commonwealth of Australia and the state or territory of the Commonwealth of Australia in which the Owner resides according to the Owner's address stated in the Agreement.

SIGNED BY THE PARTIES on the

Dated..... day of.....(month) in the year 20.....

The Common Seal of Worldwide Salon Marketing Pty Ltd ACN 112 848 978 was affixed by the authority of the Director(s) below or if no common seal signed by the Director(s) below:

Ist Director's signature

1 st Director name
(please print)

Company Secretary's signature
(if applicable)

Company Secretary's name
(please print)

Signature of
in front of the person below being over 18 years of age and not involved with the contents of this document or related to any of the parties to this document	
Witness signature:	
Witness name.)	
Witness address:	
Witness occupation:	