

Confidentiality Undertaking

TO: Scope NZ (2008) Limited trading as Marketing Stem (“the Company”)

In consideration for the disclosure to me of certain confidential information regarding the company, I give the following undertakings with the understanding and intent that they will be relied on by the Company.

1. I will keep confidential all confidential information that is disclosed to me and I will not, without the prior written consent of the Company;
 - (a) Directly or indirectly permit disclosure of any of the confidential information to any person, or
 - (b) Use the confidential information in a way that is directly or indirectly in competition with the Company or assist any other person to use it in a way that is directly or indirectly in competition with the Company.
2. Without limiting the generality of the term confidential information, I acknowledge that the term is used in this undertaking to include all information disclosed directly or indirectly to me including all information contained in the Franchise Agreement, Business Simulator, Manuals and the Disclosure Document, and all information which otherwise becomes known to me through my involvement with the Company's franchise development programme. The term includes but is not limited to; information relating to the preparation, planning, consultation, merchandising, promotion and sales of the Company's services and products and the terms includes the marketing strategies, pricing and financial activities of the Company and its franchise system. Confidential information excludes information which is publicly known or which becomes publicly known after the date of this Agreement, other than through the breach or non-performance by me of any of my undertaking under this Agreement.
3. I will, upon demand of the Company, return to it or destroy (at the Company's option) all confidential information (including all copies or reproductions of the confidential information) in my possession or control together with all information and documentation containing, comprising or relating in any way to the confidential information.
4. I understand that any unauthorised disclosure by me of the confidential information may result in the Company suffering loss or damage and I acknowledge that I will be liable to the Company for any such loss or damage suffered by the Company or its Franchisee's as a result of such unauthorised disclosure.
5. In the event that I disclose any confidential information I will indemnify the Company for any damage, loss or expense claimed, incurred or suffered by the Company that results from the disclosure of confidential information.
6. I further understand that my obligations to the Company in terms of this undertaking survive the termination of the recruitment process.

Individual:

Full Name of Person Signing _____

Signature _____ Date _____

Company: (if applicable)

Company Name _____

Signature of Director _____ Date _____

Director's Full Name _____