

# CONFIDENTIALITY AGREEMENT

**BETWEEN**

**Inspection Franchising and Licencing Ltd**

**AND**

Name and Company

this **Confidentiality Deed** is made on this date [REDACTED]

Between (1) Inspection Franchising and Licencing Ltd (“ReportWrite”)

And (2) [REDACTED]

(known separately and together as “the Recipient”).

## **Introduction**

- A. ReportWrite has agreed to disclose to the Recipient specific information in relation to licences in the business system known as ReportWrite - Inspection Templates (“The System”).
- B. The information to be provided is of a confidential nature and is of commercial value to ReportWrite. In order to protect and maintain the confidentiality and value of the information, the Recipient has agreed to enter into this Deed.

## **It is declared**

### **1. Interpretation**

#### **1.1 Definitions**

In this Deed, unless the context otherwise requires:

**Information** means all information or documentation of any kind whatsoever in any form (including oral, written and electronic) comprising or relating to The System and includes, without limitation:

- (a) all information comprising or relating to The System;
- (b) all information derived from The System;
- (c) any copies of any information described above; and
- (d) any financial or operational details of ReportWrite or its subsidiaries or Licencees.

**Representative** includes any director, officer, employee, subsidiary, agent, consultant, partner or professional adviser of the Recipient.

**Specified Purpose** means the purpose for which the Recipient is entitled to use the information, being the evaluation of the purchase of a licence in The System by the Recipient.

### **2. Information property of ReportWrite**

- 2.1 The Information is, as between ReportWrite and the Recipient, the absolute property of ReportWrite. All Information remains at all times, as between ReportWrite and the Recipient, the absolute property of ReportWrite.

### **3. Confidentiality undertakings**

#### **3.1 Maintain confidential**

The Recipient:

- (a) must receive the Information in the strictest confidence and in good faith;
- (b) must take all possible steps to maintain the confidentiality of the Information by the Recipient and the persons referred to in clause 4.

#### **3.2 Prohibitions**

The Recipient must not, except with the written consent of ReportWrite, obtained prior to the proposed use:

- (a) use the Information or any knowledge which it may acquire as a result of receiving the Information for any purpose other than the Specified Purpose; or
- (b) directly or indirectly disclose, distribute or permit to be disclosed or distributed the Information to any person (including any Representative of the Recipient); or
- (c) assert rights of any nature in respect of, or contest ReportWrite's ownership of, the Information; or
- (d) reproduce in any way, or permit to be reproduced in any way, the Information.

### **4. Disclosure of Information to third parties**

4.1 Notwithstanding the provisions of this Deed, the Recipient may disclose the Information to such of its Representatives (as are approved in writing by ReportWrite) only to the extent necessary to enable such persons to evaluate the Information for the Specified Purpose.

4.2 The Recipient must ensure that all persons to whom the Information is disclosed under clause 4.1 are aware of the confidentiality of the Information, the existence and terms of this Deed, and consider themselves bound by the provisions of this Deed as if they were parties to it. The Recipient must take all such steps as are necessary to prevent any unauthorised use or disclosure of the Information by any such person.

## **5. Return of Information**

- 5.1 The Recipient must, on receipt of a request by ReportWrite or upon the information no longer being required for the Specified Purpose, return to ReportWrite all the Information (including all reproductions of Information) in the possession or control of the Recipient or its Representatives to whom the Information has been disclosed, together with all information and documentation containing, comprising or relating in any way to the Information.
- 5.2 The Recipient will remove all electronic records from its' computer system (including all backups) as part of its' obligations under clause 5.1.

## **6. Indemnity**

- 6.1 The Recipient indemnifies ReportWrite from and against all actions, claims, costs, demands, expenses, liabilities, losses, payments and proceedings incurred or suffered by them which arise, directly or indirectly, from the unauthorised disclosure or use (whether intentional or unintentional) of the Information by the Recipient or by any of its Representatives or which arise from any of such persons being in breach of any of the provisions of this Deed.
- 6.2 If there is a breach in terms of this Deed by the Recipient or by any person to whom the Recipient has made any of the Information available, ReportWrite is agreed to be entitled to seek equitable relief in addition to damages. In any proceeding brought by ReportWrite against the Recipient seeking equitable relief for a breach of this Deed, neither the Recipient nor any person directly or indirectly under its direction or control may claim that the breach is one which may not or ought not be the subject of equitable relief.

## **7. General**

- 7.1 The obligations in this Deed continue to apply without limit in point of time and do not merge on, and are not extinguished except in accordance with the terms of any written agreement executed by ReportWrite and the Recipient.
- 7.2 If any provision of this Deed is, or becomes, unenforceable, illegal or invalid for any reason, the relevant provision is to be deemed to be modified to the extent necessary to remedy such unenforceability, illegality or invalidity or if this is not possible then such provision must be severed from this Deed, without affecting the enforceability, legality or validity of any other provision of this Deed.

## Execution

Executed as a Deed

ReportWrite by

Bruce Symon  
Director



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**The Recipient**

**[REDACTED]**

Signature:

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