

Dated

[2008]

- (1) SailTime Limited
- (2) [Prospective Franchisee]

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT



SailTime Limited
Unit 1B, Salterns Marina
Salterns Way
Poole, Dorset, UK
BH14 8JR

Telephone: +44 (0)1202 492830
Fax: +44 (0)1202 492839
International Fax: +44 1202 492839
Registered Company Number: 5090864

- 2.1.2 all technical, business and economic data owned or developed by the Franchisor, including operational standards, methods and techniques and standard franchise and related contracts;
 - 2.1.3 all marketing research data and information in the Franchisor's possession that relates to the Franchisor's business or the Services;
 - 2.1.4 information regarding equipment and products used in the provision of the Services; and
 - 2.1.5 proprietary computer programmes.
- 2.2 Confidential Information does not include any information that:
- 2.2.1 is in or becomes part of the public domain other than through breach of this Agreement or breach by any party of any duty, obligation or restriction imposed by agreement, operation of law or otherwise;
 - 2.2.2 prior to disclosure was already in possession of the Prospective Franchisee, as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Prospective Franchisee; or
 - 2.2.3 is obtained by the Prospective Franchisee from a third party under no obligation of confidentiality with respect thereto.

3. **Confidentiality Obligations**

The Prospective Franchisee undertakes and agrees in favour of the Franchisor:

- 3.1 to only use the Confidential Information for the purposes of evaluating the SailTime franchise and the preparation of a business plan for the SailTime franchise ("Business Plan");
- 3.2 not to use, in whole or in part, the Confidential Information in any other business, enterprise or venture in which the Prospective Franchisee is, or may become, directly or indirectly involved or interested;
- 3.3 not to disclose or make available the Confidential Information, directly or indirectly, to any other person or entity whatsoever except as provided in clause 4 below; and
- 3.4 to return all copies of the Business Plan, documents, tapes, software, CDs and other materials containing Confidential Information (and all copies thereof) promptly following the Prospective Franchisee's or the Franchisor's communication of his or her or its decision to the other not to proceed with the franchise, or upon the request of the Franchisor, whichever first occurs.

4. **Disclosure to Employees and Agents**

The Prospective Franchisee may disclose the Confidential Information only to such of his employees, agents and representatives who need to know such information for the purpose only of assisting with the evaluation of the SailTime franchise opportunity. In each case, the Prospective Franchisee shall advise such person of the confidential nature of the Confidential Information and the obligations of the Prospective Franchisee under this Agreement. The Prospective Franchisee shall take all reasonable measures necessary or appropriate to ensure that such persons maintain the confidentiality of all Confidential Information as if bound by this Agreement to the same extent as the Prospective Franchisee and (if the Franchisor shall require it) enter into similar confidentiality and non-use undertakings as are set out herein.

5. **Acknowledgements**

The Prospective Franchisee acknowledges:

- 5.1 except for the obligations of confidentiality and restrictions on use imposed hereby, no other obligation of any kind is assumed by or implied against any party hereto, and that neither this Agreement nor any meetings and communications of the parties relating to its subject matter shall:
 - 5.1.1 constitute an offer, request, or contract with the other to engage in any services or other work; or
 - 5.1.2 constitute an offer, request or contract involving a buyer-seller relationship, joint venture, license, agency, franchise or partnership relationship between the parties until such time as the parties may enter into a Franchise Agreement;
- 5.2 that he is not directly or indirectly connected or associated in any way with any person or entity who or which is engaged or intends to become engaged in a business which provides services similar to the Services or is engaged in any discussions with nor has an option to take up a franchise from such person or entity;
- 5.3 that the information disclosed by the Prospective Franchisee to the Franchisor in his franchise application form and in any discussions with representatives of the Franchisor is true and correct;
- 5.4 that if the Prospective Franchisee enters into a Franchise Agreement then the Franchise Agreement shall supersede this Agreement.

6. **Governing Law**

6.1 This Agreement shall be construed and enforced according to English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

SIGNED BY the duly authorised representatives of the parties on the date stated at the beginning of this Agreement.

SIGNED for and on behalf of
SAILTIME LIMITED

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SIGNED by **[INSERT NAME OF PROSPECTIVE FRANCHISEE]**

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