



CONFIDENTIALITY AGREEMENT

AGREEMENT made this day of2006

PARTIES

1. ('Recipient')
2. Super Liquor Holdings Limited ('SLH')

INTRODUCTION

- A. The Recipient has requested that SLH disclose and SLH has agreed to disclose to the Recipient the Confidential Information for the Approved Purpose.
- B. As a condition of disclosure of the Confidential Information to the Recipient, SLH requires the Recipient to enter into this Agreement.

AGREEMENT

In consideration of SLH agreeing to disclose the Confidential Information to the Recipient, the Recipient hereby agrees as follows:

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Approved Purpose" means the purpose of assessing and reviewing a franchise from SLH.

"Confidential Information" includes:

- (a) all information which may be supplied to or for the benefit of the Recipient by SLH or on behalf of SLH or any of its related companies,
- (b) all information of which the Recipient becomes aware from its dealings with SLH;
- (c) the fact that the Recipient is considering entering into a franchise agreement with SLH and/or SLH is considering granting a franchise to the Recipient;

but does not include any information which:

- (d) is independently acquired or developed by Recipient without the benefit or use of any of the Confidential Information; or
- (e) was at the time of disclosure or subsequently became, through no act or omission of the Recipient, known to the general public through publication or otherwise, or
- (f) was, subsequent to disclosure by SLH, lawfully and independently received by the Recipient from a third party not subject to any restriction on disclosure, provided that such information was not directly or indirectly derived by such third party from SLH.

1.2 For the purposes of the Contracts (Privacy) Act 1982 the parties acknowledge that this Agreement is to enure for the benefit of, and be enforceable by each of the related companies of SLH and any assignees of SLH's proprietary interest in the Confidential Information. The name "SLH" shall be construed as a reference to those related companies and assignees.

2. Confidential Information Proprietary

2.1 The Recipient acknowledges that all Confidential Information is the property of SLH and the Recipient shall not at any time assert any rights of any nature in respect of or contest SLH's ownership of the Confidential Information.

3. Treatment of Confidential Information

3.1 The Recipient shall receive the Confidential Information in good faith and shall treat the Confidential Information as strictly confidential and shall:

- (a) subject to sub-clause (b), not directly or indirectly disclose or permit to be disclosed any Confidential Information to any person, firm, company or other entity;
- (b) be entitled to disclose the Confidential Information to such of its officers, employees and advisors (and to such extent) as is absolutely necessary to enable such persons to evaluate the Approved Purpose, provided that prior to and as a condition of Recipient making such disclosure, Recipient shall, if so required by SLH, cause each such person to give a written confidentiality undertaking to SLH in such form as provider may require;
- (c) take all measures necessary to prevent any unauthorised use or disclosure of the Confidential Information by the persons referred to in sub-clause (b);
- (d) without limiting the generality of the obligation in sub-clause (c), take such precautions to prevent disclosure or unauthorised use of the Confidential information as it employs to protect its own Confidential Information;
- (e) not use the Confidential Information or any knowledge or information which it may acquire as a result of receiving the Confidential Information in any way which is in furtherance of competition with SLH or any of SLH's related companies or which is otherwise directly or indirectly detrimental to the interests of SLH or any of SLH's related companies.

3.2 The Recipient shall not make or attempt to make use of any of the Confidential Information except for the Approved Purpose.

3.3 The Recipient shall not make any copies or records of any of the Confidential Information except as expressly permitted in writing by SLH and shall, when demanded by SLH, return to SLH all material supplied by or belonging to SLH or containing Confidential Information (including all copies thereof) and shall not retain any copies.

4. Indemnity and Liability

4.1 The Recipient shall indemnify and keep indemnified SLH and all of its related companies from and against all actions, claims, costs, demands, expenses, liabilities, losses, payments and proceedings whatsoever incurred or suffered by SLH or any of its related companies from or by virtue of:

- (a) the unauthorised disclosure or use of the Confidential Information by Recipient or by any of Recipient's related companies or any of their respective officers, employees, agents or advisors;
- (b) the Recipient otherwise being in breach of any of the provisions of this Agreement.

4.2 All sums payable by the Recipient under Clause 4.1 shall be payable upon demand.

5. Duration

5.1 This Agreement shall continue in full force and effect without limitation in point of time whether or not the Approved Purpose is fulfilled.

EXECUTION

Recipient Name:

Recipient Signature: