

Confidentiality Agreement



EXECUTED on _____ day of _____ 2011

Between

PIMP MY LAWN LIMITED

P.O.Box 2437
Stortford Lodge
Hastings, 4153
New Zealand

Hereafter referred to as "Pimp my Lawn"

AND THE RECIPIENT

Company or Individual Name:

Street Address

Phone number:

Mobile:

Email:

Hereafter referred to as "Recipient"

THE AGREEMENT

- A) Pimp my Lawn agrees to provide confidential information for the purpose of making an assessment regarding investment in Pimp my lawns business/acquiring a license or franchise to operate Pimp my Lawns business model.
- B) The recipient hereby acknowledges the contents of the following Confidentiality Agreement given by Pimp my Lawn in favour of the recipient and agrees to be bound thereby.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS;

1. The recipient acknowledges that all of the information provided to the recipient by Pimp my Lawn is confidential and is being provided to the recipient in order to enable an assessment regarding investment in Pimp my lawns business/acquiring a license or franchise to operate Pimp my Lawns business model.
2. The recipient agrees to treat as confidential all such information including, but without limiting the general nature and extent of this undertaking, relating to the technology, know-how, trade secrets, plans, processes, procedures, copyrights, databases, business plans, marketing plans, computer programs, and Pimp my Lawns lists relating to the product of the company, and any other relevant material from time to time.
3. The recipient undertakes that it will not, without the prior written consent of Pimp my Lawn, disclose any of the confidential information to any other persons, individuals, companies or corporations, nor will it use or permit the use of any such information by any officer, employee or agent of the recipient or any other person under its control for any purpose other than in respect of evaluating such confidential information for the purposes for which it is intended.
4. The undertakings contained in this letter will continue without limit in point of time but will not apply to any information:
 - a. which is in the public domain at the time of disclosure of such information by Pimp my Lawn; or
 - b. which becomes part of the public domain at any time in the future; or
 - c. which the recipient can prove was known to the recipient at the time of disclosure by Pimp my Lawn to the recipient.
5. The recipient acknowledges that the execution of this undertaking does not oblige Pimp my Lawn to disclose any particular information to the recipient and Pimp my Lawn shall retain discretion as to the confidential information which it discloses to the recipient.

phone: 0800 111001 email: franchise@pimpmylawn.co.nz web: www.pimpmylawn.co.nz

Confidentiality Agreement (continued)

6. The recipient undertakes that it will immediately, upon request by Pimp my Lawn, return all documents and other materials supplied by Pimp my Lawn. The recipient further undertakes not to retain any copies of any such documents or material.
7. The recipient acknowledges that Pimp my Lawn will be entitled to all equitable remedies, including injunction and specific performance, if there is any breach of this agreement's terms, in addition to all other remedies available to Pimp my Lawn including (but not to the exclusion of any other remedy) liquidated damages of \$100,000 + GST (if any) – such amount being agreed as reasonable due to the difficulty in otherwise placing a value on Pimp my Lawns loss.

SIGNED AS A DEED on the date given above

1. SIGNED by,
PIMP MY LAWN LIMITED
by its Directors:

Kathryn Jane Bromley
In the presence of:

Witness signature

Witness name and occupation

Witness address and city

2. SIGNED by,
THE RECIPIENT
by the recipient:

Signature of the Recipient

Name of the Recipient (Please print)

In the presence of:

Witness signature

Witness name and occupation

Witness address and city