



TSG FRANCHISE MANAGEMENT CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2020.

BETWEEN: TSG Franchise Management Pty Ltd
of Factory 19, 25 Cook Road, Mitcham Vic 3134 (“The Company”)

AND _____
(Name)

(Address)

WHEREAS:

- A. In order to enable (Name).....to review the Tobacco Station – Franchise (the “Purpose”) the Company has agreed to disclose to the Recipient, certain Information relating to the business of the Company.
- B. The Recipient has agreed to maintain such Information in confidence upon the terms set out below.

NOW THIS AGREEMENT WITNESSES THAT in consideration of the Company agreeing to make available to the Recipient certain information relating to the business of the Company it is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

“**Information**” means all and any information relating to the Company or any business conducted by it furnished by or on behalf of the Company to or at the direction of the Recipient, in any form or media whatsoever, whether such information is disclosed or furnished before or after the execution of this Agreement and either directly or indirectly, unless it is:

Information which the Recipient can establish was at the time of disclosure available to it in the public domain:

- (a) information which the Recipient can establish becomes, subsequent to disclosure, part of the public domain, except through disclosure by the Recipient, directly or indirectly, in violation of the Agreement; and
- (b) information which the Recipient can establish was in the Recipient’s possession at the time of disclosure by or on behalf of the Company to the Recipient and was not otherwise acquired from the Company directly or indirectly.

1.2 In this agreement:

- (a) a word importing the singular includes the plural and vice versa and references to any gender includes the other genders;
- (b) a reference to a person includes a corporation or firm;
- (c) a reference to an obligation includes a liability and a duty and a reference to performance includes observance;
- (d) headings are for ease of reference only and shall not form part of this Agreement or affect its construction; and
- (e) a reference to a party includes a reference to its successors, permitted transferees and assigns.

2. **PROPRIETARY RIGHTS**

The Information and any industrial and intellectual property rights of whatsoever nature therein are and shall remain the property of the Company and nothing contained herein shall be deemed to convey to the Recipient any right, title or interest in or to the same.

3. **NON – DISCLOSURE**

The Recipient covenants with the Company that it:

- (a) will only use the Information for the Purpose;
- (b) will maintain in strict confidence for the Company each and every part of the Information which is disclosed to it;
- (c) will not use or cause or permit the Information or any part thereof to be used for its own benefit or for the benefit of any other person;
- (d) will not cause or permit to be made otherwise than for the benefit of the company any notes or memoranda recording or relating to the Information or any part thereof without the prior permission of the Company.
- (e) will not disclose or cause or allow the Information or any part thereof to be disclosed to any person (including the Recipient's officers and employees) other than **(name)** without the written consent of the Company, and then only to the extent necessary for the Purpose;

- (f) will not copy or duplicate the Information (whether in written or computerised form) or any part thereof without the prior permission of the Company and then only to the extent necessary for the Purpose; and
- (g) shall procure that each of the covenants in this clause and clause 4 is observed and, where appropriate, performed by any persons who receive Information pursuant to clause 3 € as if each of them were named as the Recipients in this Agreement.

4 SURRENDER OF CONFIDENTIAL INFORMATION

Upon the Recipient ceasing to perform the Purpose, the Recipient shall forthwith upon request in writing by the Company destroy and provide evidence of destruction or return to the Company forthwith, all of the Information including all copies and duplicates thereof (whether in written or computerised form) and all notes and memoranda relating thereto or produced or derived wholly or partly from the Information which it may have in its possession or under its power or control.

5 DISCLAIMER

- 5.1 The Recipient acknowledges that it is making an independent assessment of the Information and will verify all Information upon which it intends to rely to its own satisfaction and that the Company does not give any warranty as to the truth, accuracy, relevance, completeness or usefulness of any of the Information and does not accept any responsibility for any falsity, inaccuracy or misleading information for any omission in the Information provided.
- 5.2 The Company accepts no responsibility whatsoever for any interpretation, opinion or conclusion that the Recipient may form as a result of examining the Information.
- 5.3 The Recipient acknowledges that any opinions expressed in the Information are based on the knowledge and approach of the persons forming the opinion at the date that the opinion was formed and may have ceased or may in the future cease to be appropriate in the light of subsequent knowledge or attitudes.

6 ADDITIONAL OBLIGATIONS

The covenants in this Agreement are in addition to, and shall not in any way derogate from, the obligations of the Recipient in respect of secret and confidential information at common law or under any statute or trade or professional custom or usage.

7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction the Courts of that State and any Courts competent to hear appeals therefrom.

8 SEVERANCE

In the event of the invalidity, illegality or unenforceability of any part or provision of this Agreement, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement and the part or provisions being invalid, illegal or unenforceable shall be served from the remaining provisions of this Agreement.

IN WITNESS whereof the parties have executed this Agreement on the date first written above.

PROSPECTIVE FRANCHISEE TO COMPLETE BELOW

SIGNED for and on behalf of

by its duly authorised representative
in the presence of:

x

Signature

x

Witness (Signature)

x

Print Name

x

Witness Full Name

x

Official Capacity/Title

SECONDARY PROSPECTIVE FRANCHISEE TO COMPLETE (if applicable)

SIGNED for and on behalf of

by its duly authorised representative
in the presence of:

x

Signature

x

Witness (Signature)

x

Print Name

x

Witness Full Name

x

Official Capacity/Title

OFFICE USE ONLY

SIGNED for and on behalf of

TSG FRANCHISE MANAGEMENT PTY LTD

by its duly authorised representative
in the presence of:

Signature

Witness (Signature)

Print Name

Witness Name

Official Capacity/Title

OFFICE USE ONLY:	
Contract Number:	
Date Received:	



APPLICATION FORM

Proposed/Current

Store Name: TSG -

Store Address: _____

**Store Open or
Changeover date:** _____

Store Type (please tick a box): MULTI CHANGE OF OWNER NEW STORE COMPETITOR

YOUR PERSONAL INFORMATION

Date: _____

Full Name:	
Nickname:	
Other names you are known by (English Name):	
Citizen of:	
Permanent Resident of:	
Date of Birth:	
Drivers License or Passport Number (MUST PROVIDE A PHOTOCOPY):	
Gender (Please tick):	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
Home Phone:	
Mobile Number:	
Residential Address:	
Suburb:	State:
Postcode:	
Personal Email Address:	

OFFICE USE ONLY:	
Contract Number:	
Date Received:	



PARTNER DETAILS

Full Name:	
Nickname:	
Other names you are known by (English Name):	
Citizen of:	
Permanent Resident of:	
Date of Birth:	
Drivers License or Passport Number (MUST PROVIDE A PHOTOCOPY) :	
Gender:	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
Home Phone:	
Mobile Number:	
Residential Address:	
Suburb:	State:
Postcode:	
Personal Email Address:	

OFFICE USE ONLY:	
Contract Number:	
Date Received:	



OWNERSHIP DETAILS (select and complete 1 of the 4 options below)

1. **INDIVIDUAL OWNERSHIP?** Yes No **ABN:** _____

If yes, Individual name: _____

2. **PARTNERSHIP?** Yes No **ABN:** _____

If yes, Partnership name: _____

Copy of Partnership Agreement provided?: Yes

3. **TRUST OWNERSHIP?** Yes No **Copy of trust deed MUST be provided**

If yes, **Trust name and ABN:** _____

Trustee name: _____

If Trustee is a company, **provide ACN or ABN:** _____

Copy of Trust Deed provided: Yes

4. **COMPANY OWNERSHIP:** Yes No

If yes, Company name: _____

ACN or ABN: _____

Registered Office Address: _____

Date of Incorporation: _____

Director's name/s: _____

OFFICE USE ONLY:	
Contract Number:	
Date Received:	



Terms & Conditions

I understand that the granting of a franchise is at the sole discretion of the Franchisor (TSG Franchise Management Pty Ltd).

I authorise the Franchisor or its degree to procure an investigative report and general background search. I understand that these investigations may reveal information about my background, character, general reputation, mode of living, association with other individuals or entities, creditworthiness, litigation history and job performance. I understand that, upon written request, with a reasonable period of time, I am entitled to additional information concerning the scope of these investigations. I hereby release any representative of the Franchisor or its affiliate, a credit bureau, security consultant or other investigative service provider selected by the Franchisor, its affiliates, officers, agents, employees and/or servants (collectively referred to as "Investigator") from any liability arising from the preparation of these investigations.

The authorisation for release of information includes but is not limited to matters of opinion relating to Investigative data. I authorise all persons, schools, companies, corporations, credit bureaus, law enforcement agencies or other investigative service providers to release such information without restriction or qualification to the investigator. I voluntarily waive all recourse and release them from liability for complying with this authorisation. This authorisation/release shall apply to this as well as any future request for these investigations by the above named individuals or entities. I authorise that a photocopy or facsimile of this release to be considered as valid as the original.

Everything that I have stated in this application is true and I understand that the information provided by me will be relied upon by the Franchisor. I read, understand and agree to all of the above.

By agreeing to become part of a TSG Franchise, your contact details will be shared with our Preferred Suppliers network to contact you regarding their Products.

Finalisation Checklist*

* It is important to have the following below items to be provided, to avoid any delays to your documentation process. Should you have any questions, please do not hesitate to contact the Franchise Manager or Head Office (03) 8873 7900

- Copy of Driver License (front & back side) or Passport of each applicant
- Obtain a **Bank Guarantee** with TSG Franchise Management Pty Ltd as the favouree
- Copy of Partnership Agreement/Trust Deed (if applicable)

Applicant's Signature: _____

Date: _____