

**NON-DISCLOSURE FORM**

The Agreement is made by \_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_

In consideration of the disclosure to me of certain information to enable me to assess your franchise proposal and to seek funding for the proposal ("the Proposal"), I hereby agree to abide by the terms of this document with respect to the holding in confidence of information emanating from you.

As used in this letter, the term "Confidential Information" shall mean any information emanating from you, in any form, and not in the public domain, including any complications of otherwise public information in a form not in the public domain.

It is understood that the term "Confidential Information" is not meant to include any information obtained in the following manner:-

- a) Information which, at the time of disclosure, is in the public domain.
- b) Information which, after disclosure, enters the public domain, unless the entry of that information is as a result of any breach of this Agreement.

I acknowledge that ServiceMaster Limited has a propriety interest in maintaining the confidentiality of the Confidential Information, and therefore agree that I will not disclose, use, or permit the use of the Confidential Information for any purpose, at any time, in any way, except as necessary for the purpose of the Proposal and then only in such a manner as to protect fully the confidentiality of the information.

I further agree to limit the disclosure of any confidential information to my professional advisers and proposed bankers to whom such disclosure is necessary for the purposes of the Proposal.

Upon completion of the Proposal, I agree to return, unless you shall have agreed otherwise in writing, any confidential material emanating from you or prepared by me for the purposes of the Proposal.

Signature \_\_\_\_\_ Date \_\_\_\_\_