



# FreshCultureCafé

## Confidentiality Undertaking

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I/we, the undersigned, contemplate to enter into a franchise agreement with Fresh Culture Café, hereinafter referred to as the Franchisor. To enable me/us to proceed on the basis of solid facts, I/we request the Franchisor to permit me/us access to confidential documentation relating to the business methods applied in Franchisor's operations as well as to confidential performance figures including past trading results and future financial projections. To protect the Franchisor's legitimate interests, I/we herewith declare the following:

1. I/we acknowledge that Fresh Culture Café/Fresh Brew Coffee has since its inception developed valuable operational systems, branding, business systems and procedures, hereinafter referred to as the Material, which has been passed on to the Franchisor which shall pass onto the Franchisee. I/we understand that it would be prejudicial to the legitimate business interests of the Franchisor and its existing and future franchisees, should the Material become accessible to unauthorised parties.
2. I/we acknowledge that the Material or any part there of was made accessible to me/us on the express understanding that the knowledge derived there of will be used exclusively for the purpose of accepting or rejecting the franchise proposal.
3. I/we undertake to maintain full confidentiality and endeavor not to make copies of the Material by any means whatsoever, nor shall I/we make the Material available to any third party other than our bona fide professional advisors as referred in point 7.
4. Should negotiations terminate and I/we do not enter into a franchise with the Franchisor, regardless of the reasons for such outcome, I/we will abstain from using the material for the purpose of furthering my/our own

business interests, or the business interests of others involved in a similar business to that of the Franchisor.

5. I/we agree that this restraint shall endure for a period of eighteen months from date of signature to this document, and shall be valid throughout the Republic of South Africa, Swaziland, Namibia, Botswana and Lesotho.
6. I/we acknowledge that prior to entering into negotiations with the Franchisor, I/we had insufficient knowledge of the business systems as referred to in paragraph 1 and therefore could not have successfully exploited such information in my/our existing business, or in similar business operated by others, without the information divulged to me/us by the Franchisor during negotiations. I/we acknowledge therefore that the restraints set out above do not constitute a threat to my/our fair entitlement to earn a living.
7. By signing this undertaking, I/we do not enter into any binding obligation other than to maintain absolute confidentiality and to abstain from using the Material in a manner that has not been contemplated by the Franchisor. I/we further understand that it will not be considered a breach of this Confidentiality Undertaking if I/we have the Material reviewed by my/our bona fide professional advisors, these to be either drawn from among registered professionals in the legal or accounting field, or to be individuals approved in advance in writing by Franchisor.

*I/we confirm that I/we understand the contents of the above document and am/are fully aware of the consequences of signing it. I/we further confirm that I/we have received a copy of Franchisor's Disclosure Document, on the date shown below.*

Signed at \_\_\_\_\_ (place), on the \_\_\_\_\_ of \_\_\_\_\_  
(date)

by \_\_\_\_\_

(the prospective franchisee(s))