

Agreement of Confidentiality and Nondisclosure

Parties:

**ChaMunda Ayurveda Clinic /trading as:
NZ Perfect Health & Beauty (Supplier)**
596 Ferry Road, Christchurch, NZ

And

_____ **(Applicant)**

Introduction:

- A. The Applicant has registered interest in becoming a **NZ Perfect Health & Beauty Exclusive Distributor**.
- B. In order to investigate the **NZ Perfect Health & Beauty Exclusive Distributorship** further, the Applicant has requested the Supplier to disclose, and the Supplier has agreed to disclose, information regarding **Exclusive Distributorship** for the **NZ Perfect Health & Beauty range**.
- C. The information to be provided is of a secret and confidential nature and is of commercial value to the Supplier. In order to protect and maintain the secrecy, confidentiality and value of such information, the Applicant has agreed to enter into this agreement.

Agreement:

NZ Perfect Health & Beauty agrees to furnish the Applicant with Information regarding **Exclusive Distributorship** containing certain confidential information relating to ideas, inventions or products for the purpose of determining an interest in distributing the products of NZ Perfect Health & Beauty as an exclusive distributor.

(Applicant) _____, agrees to review, examine, inspect or obtain such confidential information only for the purpose described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

NZ Perfect Health & Beauty will furnish **(Applicant)** _____

with confidential information relating to exclusive Distributorship on the following conditions:

- 1) **(Applicant)** _____, agrees to hold confidential any proprietary information or trade secrets ("confidential information") in trust and confidence and agrees that it shall be used only for the contemplated purpose, shall not be used for any other purpose, or disclosed to any third party.
- 2) No copies will be made or retained of any written information or prototypes supplied, without the written permission of **NZ Perfect Health & Beauty**.
- 3) At the conclusion of any discussions, or upon demand by **NZ Perfect Health & Beauty**, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda or notes taken shall be returned to **NZ Perfect Health & Beauty** within 3 working days.
- 4) Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this Agreement, and have been approved by **NZ Perfect Health & Beauty** in writing.
- 5) The Applicant acknowledges that the value of this confidential Information is up to \$ 50,000 and if any terms and conditions of this agreement are violated the verified value plus legal and court costs incurred by Supplier (if any) are due and payable by the Applicant to the Supplier.
- 6) This Agreement and its validity, construction and effect shall be governed by the laws of New Zealand jurisdiction.

Agreed and Accepted By:

Date: _____ day of _____, 2009.

Signed By Applicant _____

Witnessed By: _____

Address: _____