

The Accountancy Franchise Ltd

Non-Disclosure Agreement

The Non-Disclosure Agreement (the "Agreement") is made and entered into the date of booking a further consultation with the prospect franchisee.

("Effective Date"), by and between:

THE ACCOUNTANCY FRANCHISE LTD, 14022964

8 Devonshire Squire, EC2M 4YJ, London, United Kingdom

And

Prospect Franchisee

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to our Company's Franchise business, clients, customers, franchise packages, financial projections, affairs and finances for the time being confidential to us and trade secrets including, without limitation, technical data and know-how relating to our franchise business or any of our suppliers, clients, customers, agents, distributors, shareholders or management, that you create, develop, receive or obtain in connection with the Appointment, whether or not such information (if in anything other than oral form) is marked confidential.

Copies: copies or records of any Confidential Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including, without limitation, extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

Subsidiary and Holding Company: in relation to a company mean "subsidiary" and "holding company" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in

subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) a nominee.

2. Confidential information

- 2.1.** Without prejudice to your legal duties, you shall not (except in the proper course of your duties, as authorised or required by law or as authorised by us, either during the Appointment or at any time after termination of the Appointment (howsoever arising):
- (a) use any Confidential Information; or
 - (b) make or use any Copies; or
 - (c) disclose any Confidential Information to any person, company or other organisation whatsoever.
- 2.2.** The restriction in clause 2.1 does not apply to any Confidential Information which is or comes into the public domain other than through your unauthorised disclosure.
- 2.3.** You shall be responsible for protecting the confidentiality of the Confidential Information and shall:
- (a) use your best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the proper course of your duties, as required by law or as authorised by us; and
 - (b) inform us immediately on becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.
- 2.4.** All Confidential Information and Copies shall be our property and on termination of the Appointment, or at our request, at any time during the Appointment, you shall:
- (a) hand over all Confidential Information or Copies to us;
 - (b) irretrievably delete any Confidential Information (including any Copies) stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, and all matter derived from such sources which is in your possession or under your control outside the Company's premises; and
 - (c) provide a signed statement that you have complied fully with your obligations under this clause 2.
- 2.5.** Nothing in this clause 2 shall prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

EFFECTIVE DATE

By booking a further consultation regarding our franchise packages the receiving party hereby agree to the terms and conditions set forth in this Agreement.

DISCLOSING PARTY

RECEIVING PARTY

THE ACCOUNTANCY FRANCHISE LTD

Prospect Franchisee