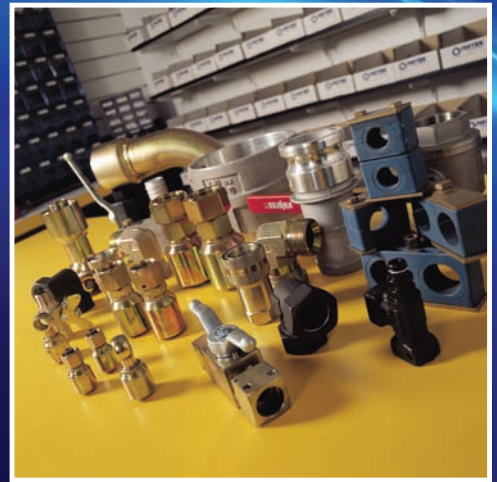


# Franchise Application Form



Applicants for a Pirtek Southern Africa franchise are selected on the basis of general background, financial stability and an evaluation of ability to maintain standards. All information shall be held in the strictest confidence. The return of this form does not obligate you or Pirtek Southern Africa (Pty) Ltd in any way.

**1 PERSONAL DETAILS**

Full Name .....

Current Home Address ..... Business Address .....

.....

Home Telephone ..... Office Telephone .....

Previous Address .....

Age ..... Marital Status ..... Children ..... Ages .....

Other Dependants .....

Do you have any mechanical experience?  Yes  No

Do you have any accountancy experience?  Yes  No

Do you have any sales & marketing experience?  Yes  No

Describe any health problems or physical disability .....

Hobbies, sports or leisure interests .....

Please indicate which area or areas are of interest to you in establishing a business of your own.

Show first and second geographic choices.

.....

.....

**2 EDUCATION AND EMPLOYMENT**

Schools ..... Qualifications .....

Colleges .....

Other .....

**EMPLOYMENT**

| Name of Employer | Position Held | From – To | Nature of work | Salary on leaving |
|------------------|---------------|-----------|----------------|-------------------|
| 1 .....          | .....         | .....     | .....          | .....             |
| 2 .....          | .....         | .....     | .....          | .....             |
| 3 .....          | .....         | .....     | .....          | .....             |
| .....            | .....         | .....     | .....          | .....             |

.....

.....

.....

.....

.....

.....

Details of any special qualifications or skills .....

.....

.....

.....



**5 PERSONAL REFERENCES** (Please give significant references)

Give names of individuals (not relatives, preferably business people) who can attest to your ability, personal character, stability, etc.

| Name  | Address |
|-------|---------|
| ..... | .....   |
| ..... | .....   |
| ..... | .....   |
| ..... | .....   |
| ..... | .....   |
| ..... | .....   |
| ..... | .....   |
| ..... | .....   |

May we check the above references? .....

This space is for your own remarks .....

What timing would you propose for beginning an operation? .....

How or where did you hear about Pirtek Southern Africa (Pty) Ltd? .....

Main reason for your interest in a Pirtek Southern Africa (Pty) Ltd franchise (other than financial gain) ...

If you are an existing Company please give details .....

The undersigned certifies that the information contained in this statement is true and correct.

Signed ..... Date .....



6 Guernsey Drive, Longmeadow Business Estate (East), Longmeadow, Gauteng  
 Telephone: +2711 6082299 Fax: +2711 6083388  
 Email: info@pirtekafrica.co.za Web: www.pirtekafrica.co.za

# PIRTEK SOUTHERN AFRICA (PTY) LTD PRE-CONTRACTUAL CONFIDENTIALITY AGREEMENT

**PRE-CONTRACTUAL CONFIDENTIALITY DEED** made this day.

**PARTIES** PIRTEK SOUTHERN AFRICA (PTY) LTD Reg. No.  
1998/022734/07 of Angus Crescent, Longmeadow  
Business Estate East, Longmeadow, Gauteng.  
("Pirtek").

**AND** The party completing the "Online Application Form" on the Pirtek  
Southern Africa website – [www.pirtekafrica.co.za](http://www.pirtekafrica.co.za) ("You").

## INTRODUCTION

- A. Pirtek will be making available to you, certain information in order to allow you to consider purchasing a Pirtek store.
- B. Pirtek is willing to provide you with the information subject to confidentiality of that information being preserved in accordance with this Agreement.

## IT IS AGREED

### 1. Definitions and Interpretation

1.1 In this Agreement:

- (1) **"Approved purposes"** means the evaluation of the Pirtek Opportunity, the making of a decision whether or not to take up the Pirtek Opportunity and negotiation of a formal agreement concerning the Pirtek Opportunity;
- (2) **"Pirtek Franchisee"** means a person licensed to operate a Pirtek Franchise;
- (3) **"Pirtek Image"** means the specific image created or prescribed by Pirtek for the operation of a Pirtek Franchise including names, trade marks, uniform product ranges, specified design and colour schemes for business premises, signs, layouts, fixtures and fittings, equipment and uniforms;
- (4) **"Pirtek Franchise"** means a business licensed to use, and using, the trade marks and other Intellectual Property of Pirtek, including the unique Pirtek

system for conducting business and the distinctive Pirtek Image, for the purposes of operating an outlet specialising in the sale of hydraulic hose and associated goods;

- (5) **“Pirtek System”** means any one or more of the business formats, systems, methods, procedures, policies, operations, standards and controls upon the operation of Pirtek as may be specified by Pirtek from time to time; and
- (6) **“Pirtek Opportunity”** means the opportunity to purchase and operate a Pirtek Franchise.
- (7) **“Confidential Information”** means information of every kind:
- (a) relating to the Intellectual Property;
  - (b) relating to the business methods, trade secrets, financial
  - (c) position, trading or procedures of Pirtek or a Franchise of Pirtek;
  - (d) relating to any Pirtek Franchisee; or
  - (e) which is the property of Pirtek or any of its Franchises;
- and includes the Notes.
- (8) **“Deed”** means this deed and any schedule or annexure to this deed;
- (9) **“Intellectual Property”** means:
- i. all copyright, trademark rights, patent rights or any other intellectual property subsisting in the trade marks, logos, business system, distinctive image and operations manuals owned or used under licence by Pirtek including software, source and object codes, records, documents, specifications, plans, program listings, calculations or drawings; and
  - ii. any confidential information and/or know how necessary for the administration, operation and marking of a Pirtek Franchise;
- (11) **“Notes”** means notes which relate to, summaries and copies of and extracts from any confidential information whether in documentary, electronic, visual, machine readable or other form;
- (12) **“Schedule”** means the schedule to this deed.

## 1.2 Parties

- (1) If a party consists of more than 1 person, this agreement binds each of them separately and any 2 or more of them jointly.
- (2) A party which is a trustee is bound both personally and in its capacity as a trustee.

## **2 Consideration**

The consideration for you entering into this agreement is the provision of confidential information by Pirtek to you.

## **3 High Commercial Sensitivity**

- 3.1 Pirtek will provide to you the confidential information for the purpose of evaluating the Pirtek opportunity.
- 3.2 You acknowledge that the confidential information is commercially sensitive and that its continued confidentiality is vital to the success of Pirtek and Pirtek franchisees.

## **4 Maintenance of confidentiality**

- 4.1 You must:
  - (1) use the Confidential Information solely for the approved purposes;
  - (2) not make notes or allow notes to be made except as necessary in connection with the approved purposes.
  - (3) maintain and take all steps necessary to maintain all confidential information in strictest confidence;
  - (4) ensure that proper and secure storage is provided for the confidential information and take all precautions necessary to prevent accidental disclosure of any of the confidential information;
  - (5) subject to clause 5, not disclose any of the confidential information to any person other than those of your employees or officers or any solicitors or financial advisers or agents who are required to receive and consider the confidential information in the course of (and solely for the purpose of) the approved purposes;
  - (6) keep a record of what notes have been made and by whom and supply this information to Pirtek on request;
  - (7) keep confidential the fact that confidential information has been provided by Pirtek to you;
  - (8) not provide a copy of any confidential information to any person; and;
  - (9) not expressly or impliedly disclose the existence of confidential information.

4.2 Clause 4.1 does not impose obligations on you concerning confidential information which:

- (1) at the time of first disclosure by Pirtek to you is already publicly available; or
- (2) after disclosure by Pirtek to you becomes publicly available otherwise than by disclosure in breach of the terms of this agreement; or
- (3) you obtained from a third party without breach by that third party of any obligation of confidence concerning that confidential information.

4.3 It is not a breach of clause 4.1 for you to disclose confidential information or notes which you are obliged by law or court order to disclose to the person to whom it is disclosed.

## **5 *Employees and Agents***

You must:

- (1) give notice to Pirtek, before allowing any other employees, officers or agents or any solicitors or financial advisers to have access to confidential information, of their identity; and
- (2) where requested by Pirtek, ensure that prior to any person specified in clause 5 (1) receiving or having access to confidential information that any such person signs an agreement similar to this agreement in a form specified by Pirtek.

## **6 *Return of confidential information***

You must return all confidential information and all documents and other media which contain confidential information to Pirtek and delete any notes electronically stored, whether by you or by your officers, employees or agents:

- (1) immediately when requested by Pirtek to do so; and
- (2) if not earlier requested:
  - (a) if you notify Pirtek that you do not intend to take up the Pirtek opportunity, on the date that you notify Pirtek; or

- (b) if you notify Pirtek that you intend to take up the Pirtek opportunity, upon conclusion of a formal agreement concerning the Pirtek opportunity.

## **7 Disclaimers**

None of Pirtek, Franchises and Franchisees or any of their respective employees, officers or agents:

- (1) makes any representation, or gives any warranty or assurance as to the accuracy or completeness of the confidential information; or
- (2) is liable for loss of any kind including damages, costs, interest, loss of profits or special loss or damage arising from any infringement, inaccuracy or incompleteness in the confidential information.

## **8 Acknowledgment**

You accept that Pirtek does not provide any warranties or representations concerning any information, systems or processes.

## **9 Remedies**

You acknowledge that:

- (1) monetary damages alone would not be a sufficient remedy for a breach of this agreement; and
- (2) in addition to any other remedy which may be available in law or equity, Pirtek is entitled to interim, interlocutory and permanent injunctions or any of them, to prevent breach of this agreement and to compel specific performance of it.

## **10 Restraint**

Without limiting any other provision of this agreement you must not:

- (1) for a period of 18 months after the date of this agreement:
  - (a) develop a business the same as or similar to a Pirtek Franchise; or

- (b) be engaged, concerned or interested in any business or person that competes against Pirtek; or
  - (c) solicit, employ or engage the services of any employee of Pirtek or any other person who becomes an employee of Pirtek; and
- (2) at any time, use the confidential information for any of the purposes specified in clause 10(1).
  - (3) in the event that Pirtek declines your application clause in 10 is nul and void.

## **11 Severability**

- 11.1 If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.
- 11.2 If anything in this agreement is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of this agreement in the jurisdiction where it is unenforceable, illegal or void.

## **12 Continuation of obligations**

- 12.1 Your obligations and undertakings continue indefinitely and are not diminished or terminated by the making or completion of an agreement concerning the Pirtek opportunity.
- 12.2 Your obligations and undertakings are for the benefit of and are enforceable by Pirtek and its successors and assigns and are binding on you and your successors.

## **13 Entire understanding**

- 13.1 This agreement:
  - (1) is the entire agreement and understanding between the parties on everything connected with the subject matter of this agreement; and
  - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 13.2 Each party has entered into this agreement without relying on any representation by any other party or any person purporting to represent that party.

## **14 Waiver**

- 14.1 Failure or delay by Pirtek in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy.
- 14.2 A single or partial exercise of a right, power or remedy by Pirtek does not preclude either its exercise in the future or the exercise of any other right, power or remedy by Pirtek.