

CONFIDENTIALITY AGREEMENT

In consideration of the disclosure to me of certain information to enable me to assess the franchise proposal concerning the business of providing healthcare ("Proposal") I hereby agree to abide by the terms of this letter with respect to the holding in confidence of information originating from you ("the Company").

As used in this letter, the term "Confidential Information" shall mean any information in intangible or documentary form and including information imparted orally disclosed by the Company or its franchisees at any time, and not in the public domain, including any compilations of otherwise public information in a form not in public domain. In particular Confidential Information shall include (but is not limited to) all financial information or projections concerning the Company, all details of carers wages, rates for social service contracts and comments or information given to me by any of the Company's franchisees.

It is understood that the 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 a result of any breach of this agreement.

I acknowledge that the Confidential Information is the absolute property of the Company which has a proprietary interest in maintaining the confidentiality of the Confidential Information. I therefore agree that I will not disclosure, use, or permit the use of the Confidential Information for any purpose, at any time, or in any way, except as necessary for the purpose of the proposal and then only in such manner as to protect fully the confidentiality and security of the Confidential Information.

Furthermore I accept that any financials discussed or issued are being provided as guidance only – they cannot to be taken to represent or guarantee that these revenues, costs or earnings will be as projected.

I accept that the adjustment of these projections will rely on my own independent judgement and due diligence on the area so to ensure they are achievable and realistic.

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 notification from the Franchisor I agree that my rights to use the Confidential Information shall cease and I shall immediately return to the Franchisor, unless the Franchisor has agreed otherwise in writing, all Confidential Information emanating for the Franchisor or prepared by me for the purposes of the proposal, including but not limited to any copies made or notes taken of the Confidential Information.

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

For and on behalf of Kare Plus (Ireland) Franchising Ltd.

Name: _____ Signature: _____ Date: _____