

Licence Enquiry and Confidentiality Agreement



True Minerals, True Results, True Oz!

This form gives the Visible Effects Wholesale Company a brief overview of your personal and work history, qualifications and business plans. It also contains a Confidentiality Agreement which is binding on you, Visible Effects and its agents or advisors. Please note **this is not an application for a licence.**

On receipt of this form Visible Effects Wholesale will send you further detailed information and arrange a personal meeting.

Visible Effects Makeup Licence Enquiry Form Details (please answer all questions)

1. Your Personal Information

Full Name:

Home Address:

Email Address:

Home Phone:

Business Phone:

Mobile Phone:

Date of Birth: Country of Birth:

Preferred method of contact and time of contact:

Present state of Health:

Education (highest level attained):

Please list any professional or academic qualifications you hold:
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.....

Approximate Population of the Region in which you live:

How many years have you lived in this region?

Do you own a home or rent? Own (please circle) Rent (please circle)

Number of days per week you normally wear makeup?

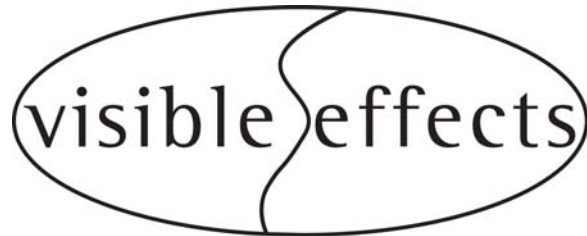
Confidentiality Agreement

This Agreement is between Visible Effects Wholesale Pty Ltd (“we, us or our”) and (insert your name/s) (“The licence enquirer , you or your”).

The Licence Enquirer wishes to evaluate the Visible Effects Mineral Makeup Licence in order to decide whether to apply to become a licence holder of Visible Effects Mineral Makeup. For this purpose Visible Effects agrees to provide the Licence Enquirer with confidential information relating to the operation of Visible Effects.

The Licence Enquirer and Visible Effects Wholesale Pty Ltd agree as follows:

- 1) You warrant that you will keep confidential all the information provided to you by us and that you will not, without prior consent, disclose any of that information to any third party (your professional advisors excepted). You acknowledge that this warranty is given on behalf of any entity or associate under your influence or control.
- 2) Without limiting the general nature and extent of this warranty, the information which you warrant to keep confidential and not disclose to others includes our technology, know-how, trade secrets, documents, files, records, reports, plans, trade marks (including trade marks pending), feasibility studies, business plans, licence agreements, and marketing plans.
- 3) You warrant that the sole purpose for which you are seeking access to the information is for you to decide whether to apply for one of our licences. You warrant that you will not use the information for any other purpose or for your own benefit or to improve, construct or change another business in any way.
- 4) We agree to keep confidential any confidential information provided to us by you (our agents and professional advisors excepted who will do likewise).
- 5) This agreement will continue in time but will not apply to any other information which;
 - (a) is already known to the other party at the time of disclosure
 - (b) is in the public domain at the time of disclosure
 - (c) Is disclosed to the receiving party by a third party; or
 - (d) Enters the public domain after disclosure otherwise than through a breach of this agreement by one of the parties.
- (6) You acknowledge that the execution of this agreement does not oblige us to disclose any particular information to you and we retain absolute discretion as to which information we disclose to you.
- (7) You undertake that you will upon request, immediately return to us all information, documents and other such materials we supply to you. You further undertake not to retain copies of any such information, documents or materials.
- (8) You agree that you will not rely upon information provided by us in deciding whether to apply for one of our licences without first obtaining independent financial and legal advice.



Executed as a Deed

Signed on behalf of Visible Effects Wholesale Pty Ltd

By Signature Date

Agreement, Acknowledgement and Declaration by signing below:

I agree, as the Licence Enquirer to be bound by the terms of the above Confidentiality Agreement;

I acknowledge that;

- 1) Visible Effects Wholesale Pty Ltd will or may rely upon information in the form when deciding whether to accept an application I may later make for a Visible Effects Makeup Licence.
- 2) Visible Effects Wholesale Pty Ltd may decline to accept any application I may later make for a Licence without giving reasons for their decision.
- 3) In completing and returning this form, neither Visible Effects nor its agents are under any obligation to me whatsoever except that they must treat all the information I have supplied in the strictest confidence; and

I declare that all the information supplied in this form is true, correct and complete.

Signature Date Signed

Print Name

Witness Date Signed

Print Name

On completion of this form return by fax or mail to:

**Visible Effects Wholesale Pty Ltd
P.O. Box 156
Nichols Point, Vic 3501
Phone: 03 5022 8000
Fax: 03 5022 8021**