

Please also complete the following Initial Disclosure Agreement and return it with this application so confidential information can be supplied.

On completion, please scan and e-mail to ash@blokart.com

Note: BIL may request Trade References for business owners and Character References for sole traders to help evaluate the application.

Blokart® International Limited



("blokart®")

INITIAL DISCLOSURE AGREEMENT

1. Consideration by blokart® of any registration of interest or application by an Applicant will involve the disclosure of Confidential Information to the Applicant for evaluation by the Applicant.
2. blokart® therefore requires you as an Applicant to sign and return this Initial Disclosure Agreement to protect its competitive position and its Confidential Information.
3. As used in this agreement "Confidential Information" means any and all proprietary information, know-how and data, technical or non-technical, which relates to the blokart® product or blokart or both which is disclosed to you by blokart®, with the exception only of the following:
 - a. Information that as of the date of receipt by you is in the public domain or subsequently enters the public domain without fault on your part.
 - b. Information that at the time of receipt by you was known to you.
 - c. Information that at any time is received in good faith by you without any confidentiality from a third party not affiliated with blokart®, and which third party was lawfully in possession of and had the right to disclose that information.
 - d. Information that blokart® agrees in writing to release from the terms of this agreement.
4. The Applicant agrees and undertakes that the Applicant will hold in confidence for the benefit of blokart® all Confidential Information.
5. The Applicant will not disclose the Confidential Information or permit it to be disclosed to any third person, corporation or entity without blokart®'s prior written consent.
6. The Applicant will not use or permit the use of the Confidential Information for any purpose other than evaluating the opportunity to become a blokart® Distributor without first obtaining the express written permission of blokart® to do so or except pursuant to a further agreement between the Applicant and blokart®.
7. Where with the consent of blokart Confidential Information is passed by you to a corporation, company or entity affiliated with the Applicant, the Applicant undertakes to obtain from that corporation, company or entity a confidential disclosure agreement in the same terms as this agreement, with any necessary amendment.
8. The Applicant specifically warrants that no Confidential Information disclosed to the Applicant, in any form, will be used to establish or further develop a product competitive to blokart®; or to establish or further develop a business or operation competitive to blokart; the Applicant furthermore acknowledges the ownership by blokart of the branding "blokart®", the blokart logo and the " b " logo as is used by blokart®.
9. In the event that a mutually acceptable agreement concerning a business relationship cannot be reached, the Applicant agrees to return to blokart® promptly upon request, all documents, reports, exhibits, drawings, logos and other papers, as well as any remaining blokart® products, components (whether new or demonstration), samples or any other materials in any medium or form that the Applicant may have received from blokart® without retaining any copies.
10. If blokart does conclude agreement for a business relationship with the Applicant then any such Information the Confidential Information including will thereafter be deemed to have been supplied by blokart® to the Applicant under that agreement.
11. In the absence of any mutually acceptable agreement with blokart for a business relationship with the Applicant, the Applicant's obligations in respect of the Confidential Information under this agreement will continue and will only cease:
 - a. so far as all of the Confidential Information is concerned, at the expiry of six months from the date on which all the Confidential Information enters the public domain; and
 - b. so far as any part of the Confidential Information is concerned at the expiry of six months from the date on which such part enters the public domain; or in each case when both blokart® and the Applicant agree that the Applicant's obligations will cease.

12. This Agreement is to be interpreted in accordance with the law of New Zealand.

The Applicant has read and understands the terms and conditions of this Registration of Interest and Initial Disclosure Agreement and declares the information given is true and correct.

Signatory's signature: Date:

Signatory's name in full:

Position held by Signatory:

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