



THIS CONFIDENTIAL INFORMATION WILL BE USED TO HELP US ASSESS YOUR SUITABILITY AS A FRANCHISEE. THIS INFORMATION WILL NOT BE USED OR DISCLOSED FOR ANY OTHER PURPOSE.

THIS APPLICATION IS NOT A CONTRACT AND IS NOT BINDING ON EITHER PARTY. PLEASE FEEL FREE TO ATTACH ANY FURTHER RELEVANT INFORMATION TO THIS APPLICATION IF THE SPACES PROVIDED ARE INSUFFICIENT.

FULL NAME _____ DATE: _____

TELEPHONE NUMBERS: BUS) _____ HOME) _____

EMAIL : _____

PREFERRED FRANCHISE AREA: _____

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APPLICATION IF THE SPACES PROVIDED ARE INSUFFICIENT.

Please Print

The information in this form is confidential and details will not be divulged to any person other than the Franchisor and/ or Financier without authority.

Full Name _____

Address _____ p:code _____

Telephone Bus) _____ Private) _____

D.O.B. _____ (Optional) Age _____ (Optional)

Marital Status _____

Spouse's Full Name _____ Age _____

Number of Children _____ Age of Children _____

Drivers Licence Number _____

Present occupation (or previous if between appointments)

Position _____

Company _____

Address _____

Type of Business _____ Period of Employment _____

Describe your responsibilities and duties

Education:

FINANCIAL INFORMATION

ASSETS(YOU MAY BE ASKED TO FURNISH PROOF)	TOTAL VALUE	LIABILITIES	TOTAL VALUE
HOME	\$	MORTGAGES	\$
CASH	\$	HIRE PURCHASE	\$
SHARES	\$	LEASE AGREEMENTS	\$
OTHER REAL ESTATE	\$	CREDIT CARDS	
SUPERANNUATION	\$	BANK CARD	\$
MOTOR VEHICLES	\$	MASTERCARD	\$
DEBTORS	\$	VISA CARD	\$
PERSONAL EFFECTS	\$	AMEX	\$
OTHER INCOME(LIST SOURCE)	\$	OTHER	\$
		BANK LOANS	\$
		OVERDRAFT	\$
		PERSONAL LOANS	\$
		TAXATION	\$
		RATES	
		WATER RATES	\$
		COUNCIL RATES	\$
		LAND TAX	\$
		OTHER LIABILITIES(LIST SOURCE)	\$
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$

NETT ASSETS \$

MONTHLY OUTGOINGS

MORTGAGE REPAYMENT		
PERSONAL/OTHER LOANS		
CREDIT CARDS		
LIVING EXPENSES		
TOTAL MONTHLY EXPENSES		

How long have you been seeking a business?

What other opportunities have you examined?

When could you start working in or establishing the franchise?

What skills do you think you can bring to the business?

How do you intend to finance your investment?

Will you devote your full time to the business?

Will your spouse be actively involved in the business? Yes No

If yes how many days per week? _____ Hours per day? _____

Are you considering a partner? Yes No

If yes, complete a separate application form for your intended partner.

Confidentiality

BETWEEN: Lord of the Fries Franchising Pty Ltd ('The Franchisor'), having its registered office at 170 Chapel Street, Windsor, Vic 3181

AND: The person/s whose name is set out per Item 1 of the Schedule hereto ('The Applicant').

RECITALS:

- A. The Franchisor operates through its own Lord of the Fries and franchised outlets, a business providing fresh made food, created with high quality ingredients according to its method.
- B. The Applicant is interested in becoming a Franchisee of the Franchisor and for the purpose of evaluation of the business and method has requested the Franchisor to disclose to the Applicant certain information with respect to the business and its method which is confidential to the Franchisor.
- C. In consideration of the Franchisor disclosing to the Applicant the confidential information, the Applicant has agreed to keep such confidential information confidential.

NOW THIS DEED WITNESS AS FOLLOWS:

1. 'Confidential information' means all information passing from the Franchisor or associated company to the Applicant relating to the business from the date of this Deed including but not limited to trade secrets, drawings, know how, techniques, sources of product, business and marketing plans, estimated costs, arrangements with third parties, client information, manuals, concepts not reduced from material form and the Franchise Agreement used in relation to the business of the Franchisor.
2. The Applicant covenants to both the Franchisor and any associated company of the Franchisor jointly and severally that it will not disclose to any person or related corporation whatsoever except with the written consent of the Franchisor and then only on the basis that the confidentiality of the confidential information is similarly respected in the same manner as provided in this Deed and in that case disclosure shall be made for the sole and exclusive purpose of the evaluation of the business and the method prior to the Applicant entering into a Franchise Agreement.
3. Without limiting the generality of the foregoing the Applicant shall not establish use or be involved either directly or indirectly in any process or method based on the confidential information without the consent of the Franchisor having been first obtained.
4. Upon completion of the evaluation of the business and its method by the Applicant, the Applicant shall return all copies of the confidential information to the Franchisor.
5. In the event of a breach or a threatened breach of the terms of this deed by the Applicant, the Franchisor and any associated company shall be entitled to an injunction restraining the Applicant from committing any breach of this Deed without showing or proving any actual damage sustained by the Franchisor or any associated company.
6. The obligations of the Applicant under this Deed shall survive the finalization or discontinuance by the Applicant of its evaluation of the business and method.
7. The Applicant shall assume responsibility for the actions of its consultants and employees who have access to the confidential information and shall ensure that such consultants and employees shall be similarly bound by the obligations created under this Deed.

DECLARATION

I/we hereby confirm that the information we have provided is true to the best of my/our knowledge.

I/we understand that this application is not binding to either party.

I/we hereby give permission to Lord of the Fries and/or its authorised officers to check any or all of the information contained herein and to contact any, or all, of the referee's listed below.

SIGNED: _____
(APPLICANT 1)

DATE: _____

WITNESS: _____

DATE: _____

SIGNED: _____
(APPLICANT 2)

DATE: _____

WITNESS: _____

DATE: _____

Return to:

Richard McDonnell, PO Box 2087, Camberwell West, Vic 3124 or

by email to Richard McDonnell ramcdonnell@iprimus.com.au

Mobile: 0418 329 387