

FRANCHISE ENQUIRY FORM AND CONFIDENTIALITY AGREEMENT

GELATO IS LOVE GELATO IS FUN GELATO IS ROMANCE
GELATO IS REFRESHING GELATO IS ME GELATO IS US
GELATO IS PASSION GELATO IS ITALIAN GELATO IS
SORBET GELATO IS LOW IN FAT GELATO IS ORGASMIC
GELATO IS VERY COOL GELATO IS YOU GELATO IS LIGHT
GELATO IS FUN GELATO IS ORGANIC GELATO IS FRESH
GELATO IS PLEASURE GELATO IS ICE CREAM GELATO IS
FRUIT GELATO IS LIFE GELATO IS ME GELATO IS
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ME FRITZ GELATO IS THE BEST

FRITZ GELATO

IS THE BEST

FRITZ GELATO Franchising Pty. Ltd.

FRANCHISE ENQUIRY FORM AND CONFIDENTIALITY AGREEMENT

This form gives FRITZ GELATO Franchising Pty. Ltd. (FGF) a brief overview of your personal and work history, qualifications and business plans. It also contains a Confidentiality Agreement which is binding on you and on FGF and its agents and advisors. **This is not an application for a franchise.** On receipt of this form FGF will send you further detailed information and arrange a face to face meeting. Please answer all questions.

1. Your Personal Information

Full Name: _____

Home Address: _____

City: _____ Post Code: _____

Home Ph: _____ Business Ph: _____

Mobile Ph: _____ Fax No: _____

E-mail: _____

If contacting you during business hours is sensitive, please advise method of contact that we should utilise: _____

Male Female

Own Home Rent Other (specify): _____

Number of Years at Present Address: _____

Date of Birth: _____ Country: _____

Present State of Health: _____

Education (highest level attained): _____

Please list any academic or professional qualifications you hold: _____



2. Business Experience

Present/Last Employer: _____

Type of Business: _____

Business Address _____

City _____ Phone: _____

Employed from: _____ to: _____

Position: _____

Duties and Responsibilities: _____

Number of Employees Supervised: _____

Reason for Leaving (Please explain in detail): _____

Please list the names of any private companies of which you currently are a director, officer or shareholder: _____

3. Your Business Plans

The investment in equipment, stock and fees for our franchise is around \$200,000 + GST (subject to the size of your shop and the state of the premises when you take them over). In addition, you will require some working capital, and there are legal and other costs to be met. How much un-borrowed cash do you plan to invest in the franchise? \$ _____

Will you devote your full time to this business? Yes No

If No, how much time do you intend to devote? _____

How was your interest attracted to this franchise? _____

Additional information that may be helpful to us: _____



CONFIDENTIALITY AGREEMENT

This Agreement is between FRITZ GELATO **Franchising** Pty. Ltd. ("FGF", "we", "us" or "our") and _____ (insert your name/s) ("the Franchise Enquirer", "you" or "your").

The Franchise Enquirer wishes to evaluate the FGF business in order to decide whether to apply to become a franchisee of FGF. For this purpose FGF agrees to provide the Franchise Enquirer with confidential information relating to the operation of a FGF franchise.

The Franchise Enquirer and FGF agree as follows:

1. You warrant that you will keep confidential all of the information provided to you by us and that you will not, without our prior written consent, disclose any of that information to any third party (your professional advisors excepted). You acknowledge that this warranty is also 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, franchise agreements, operating manuals, franchise disclosure documents 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 franchises. 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 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 our request, immediately return to us all information, documents and other materials we supply to you. You further undertake not to retain any copies of any such information, documents or material.
8. You agree that you will not rely upon information provided by us in deciding whether to apply for one of our franchises without first obtaining independent financial and legal advice.

FRITZ GELATO

I S T H E B E S T

Executed as a Deed.

Signed on behalf of FRITZ GELATO Franchising Pty Ltd

By _____ Signature: _____ Date: _____

Agreement, Acknowledgement and Declaration

By signing below:

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

I acknowledge that:

1. FGF will or may rely upon the information in this form when deciding whether to accept an application I may later make for a FGF franchise.
2. FGF may decline to accept any application I may later make for a FGF franchise without giving reasons for their decision.
3. In completing and returning this form, neither FGF 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 Signature: _____ Date Signed: _____

Print Name: _____

On completion mail this form to:

Grant Garraway
The Franchise Shop
PO Box 234
Mooroolbark VIC 3138
Ph: 1300 139 557

