

# Franchise Enquiry Form & Confidentiality Agreement



## Basic Information

Which area or territory are you interested in purchasing? (Please describe if unknown):

Where did you initially hear about the Eureka franchise opportunity:

Full name:  Gender:

Home address:  Suburb:

State:  Postcode:  Country:

E-Mail address:  Home phone number:

Work phone number:  Mobile phone number:

Is contacting you during business hours sensitive?  Yes  No If Yes, advise the best method of contacting you:

Date of Birth:  Country of Birth:

Present state of health?  Current home arrangement?

How long have you lived at your current address?  Please list any trade or academic qualifications you hold:

What is the highest level of education attained?

## Business Experience

Who is your current/last employer:  Employed from:  Employed to:

What type of business:  What position did you hold?

Please describe your duties and responsibilities while in the role:

Number of employees supervised?

Please list all exposure you have had in sales & customer service:

## Your Business Plans

How much un-borrowed cash do you plan to invest?  How was your interest attracted to this franchise?

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

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

# Confidentiality Agreement

## This Agreement is between Eureka Franchise Pty. Ltd. ("Eureka", "we", "us" or "our") and

(insert your name/s)

("the Franchise Enquirer", "you" or "your").

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

The Franchise Enquirer and Eureka 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.

### Agreement, Acknowledgement and Declaration

#### By signing below:

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

I acknowledge that:

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

**Your Signature:**

**Date:**

**Print Your Name:**

**Witness Signature:**

**Date:**

**Witness Name:**

On completion please click the print button (in the bottom right hand corner) & sign the form, then return it using one of the options below:

Scan this form and e-mail to:

franchise@eurekamultimedia.com.au

OR mail this form to:

Eureka Franchise Pty. Ltd.  
PO Box 473  
Toongabbie, NSW, 2147

OR fax this completed form to:

Fax: (02) 9838 0011

**Print Form**