

FRANCHISE APPLICATION FORM

DATE:				
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SECTION A					ALL APPLICANTS TO FILL THIS SECTION				
Current Store Name:									
Proposed Store Name:									
Store Address:									
Suburb:					State:		Postcode:		
Mailing Address if different to above:									
Phone:				Fax:			Mobile:		
Nominated Operator:					Currently Scanning: YES NO				
	BAT		PML		ITA		TOTAL		
TURNOVER / WEEK									
CUSTOMER NO									
HARDWARE / TRAYS									
TOBACCO RETAILER NOTIFICATION NUMBER									
REQUIRED MARKUP %		PKT=		CTN=		TOB=		CIGARS=	
PHONE LINE DETAILS		TELSTRA		OPTUS		OTHER			
LEASE DETAILS		Viewed Y/N Remaining term _____yrs				Extension option available _____yrs			
CHEQUES PAYABLE TO:									

I/we warrant and acknowledge that:

1. I/we have no obligation or commitment to any other group and/or franchise system;
2. I/we have no contractual or financial obligation to any other group or franchise system;
3. Manufacturers, suppliers and King of the Pack Pty Ltd are relying upon this warranty in paying future rebates to my new franchise.

I/we agree to indemnify all manufacturers, suppliers and King of the Pack Pty Ltd against any claim, demand, liability, loss or costs which may be incurred by it as a consequence of any dispute arriving from or related to my relationship with my former group or franchise system. This also serves as notice that I will be joining King of the Pack franchise with effect from: _____ / _____ / _____ [insert date].

SIGNED by _____)
 in his/her own right and for and on behalf of any)
 company that I may operate the prospective King of the)
 Pack franchise, in the presence of:) Prospective franchisee signature
)

.....
 Witness signature Print Name

.....
 Print Name Date

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SECTION B		ONLY FILL THIS SECTION IF YOU ARE A SOLE TRADER	
OWNER DETAILS			
Name			
Home Address			
Suburb	State	Post Code	
Phone	Fax	Mobile	
Email		Mobile 2	
ABN			

SECTION C		ONLY FILL THIS SECTION IF YOU ARE A PARTNERSHIP	
PARTNER 1 DETAILS			
Name			
Home Address			
Suburb	State	Post Code	
Phone	Fax	Mobile	
Email			
PARTNER 2 DETAILS			
Name			
Home Address			
Suburb	State	Post Code	
Phone	Fax	Mobile	
Email			
PARTNER 3 DETAILS			
Name			
Home Address			
Suburb	State	Post Code	
Phone	Fax	Mobile	
Email			
Partnership ABN			

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SECTION D				ONLY FILL THIS SECTION IF YOU ARE A COMPANY OR TRUST			
Company Name							
Registered Address							
Suburb				State		Post Code	
Phone			Fax			Mobile	
ABN/ACN							
SHAREHOLDER 1 DETAILS							
Shareholder 1 Name							
Home Address							
Suburb				State		Post Code	
Phone			Fax			Mobile	
Email							
SHAREHOLDER 2 DETAILS							
Shareholder 2 Name							
Home Address							
Suburb				State		Post Code	
Phone			Fax			Mobile	
Email							
GUARANTOR DETAILS							
Guarantor Name							
Home Address							
Suburb				State		Post Code	
Phone			Fax			Mobile	
Email							
NOMINATED OPERATOR (if not a shareholder)							
Guarantor Name							
Home Address							
Suburb				State		Post Code	
Phone			Fax			Mobile	
Email							

Confidentiality Deed



Warning

This is an important document.

You should read this document carefully.

This Deed should be read in conjunction with any other documents provided in accordance with the Franchising Code of Conduct. It is part of the required documentation for a King of the Pack Franchised Business.

Entering into a franchise is a serious undertaking.

Take your time, read all of the documents carefully, talk to other Franchisees and assess your own financial resources and capabilities to deal with the requirements of a King of the Pack Franchised Business.

You should make your own enquiries about the franchise and about a King of the Pack Franchised Business.

You should obtain advice about the Franchise Agreement and other documentation including this Deed, our Disclosure Document and the business which you will operate, by all of the following persons:

- an independent legal adviser;
- an independent business adviser; and
- an independent accountant.

Although we recommend that you obtain independent advice, there is no obligation or requirement for you to do so – the decision is ultimately yours.

2.

This DEED is made the

day of

2019

BETWEEN: **KING OF THE PACK PTY LIMITED ACN 114 866 232**

("the Company")

AND: **Name:**
 Address:

("the Confidant")

BACKGROUND:

- A. The Company and the Confidant are considering negotiating a franchise agreement relating to the franchise rights associated with a "*King of the Pack*" franchise specialising in the retail sale of tobacco products, giftware and other general products trading under the name *King of the Pack* (the "Purpose").
- B. In relation to the Purpose, the Company will disclose to the Confidant certain information which the Company designates as confidential.
- C. In consideration of the Company disclosing to the Confidant the confidential information, the Confidant has agreed to keep such confidential information confidential and to maintain such confidence on the following terms.

THE PARTIES AGREE as follows:

1 Definitions and Interpretation

In the construction of this Deed, unless the contrary intention appears, "confidential information" includes:

- (a) all information passing from the Company to the Confidant relating to the Purpose including but not limited to trade secrets, drawings, know-how, techniques, source and object code, business and marketing plans, projects, financial projections, arrangements and agreements with third parties, customer information and customer information proprietary to customers, formulae, customer lists, concepts not reduced to material form, designs, plans, models;
- (b) any information designated by the Company as being confidential; and
- (c) any information that has a confidential character.

2. Confidential Information

The Confidant covenants to the Company that it shall not disclose or use the confidential information or suffer or permit it to be disclosed to or used by any person or related corporation whatsoever, except with the written consent of the Company, 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. In that case disclosure or use shall be made solely and exclusively for the Purpose prior to the Confidant entering into an agreement. This obligation of confidentiality endures both during and after this evaluation except where the confidential information or some part thereof:

- (a) at the time of its first disclosure to the Confidant is in the public domain;
- (b) which after disclosure to the Confidant comes in to the public domain otherwise than by disclosure in breach of the terms hereof;
- (c) which the Confidant can prove was in its possession at the time of first disclosure to the Confidant by the company and was not acquired directly or indirectly from the company;
- (d) which the Confidant received from a third party, provided that it was not received directly or indirectly from the company in breach of an obligation of confidence owed by the third party to the company; or
- (e) is required to be disclosed by law.

3.

3 Return of Confidential Information

Subject to the terms of any further agreement between the parties, and upon completion of the Purpose, the Confidant shall return all copies of the confidential information howsoever embodied or recorded at the direction of the Company.

4 Breach

In the event of a breach or threatened breach of the terms of this Deed by the Confidant, the Company shall each be entitled to an injunction restraining the Confidant from committing any breach of this Deed without showing or proving any actual damage sustained by The Company.

5 Indemnity for breach by the Confidant

The Confidant indemnifies, and will keep indemnified, the Company against any loss or damage to the extent that the loss or damage arises from or is connected in any way with any breach of any term of this Deed by the Confidant.

6 Obligations Shall Survive

The obligations of the Confidant under this Deed shall survive the finalisation or discontinuance of the Purpose until an agreement is executed.

7 Consultants and Employees

The Confidant shall assume responsibility for the actions of its consultants and employees who have access to the confidential information and shall ensure that the consultants and employees shall be similarly bound by the obligation created under this Deed.

8 Rights

This Deed shall not be construed as granting to the Confidant any rights relating to the confidential information except as expressly provided in this Deed or specifically agreed to by the parties in writing.

Executed as a Deed:

Signed by or on behalf of the Confidant:

1
.....
(Signature)

3
.....
(Signature of Witness)

2
.....
(Print Name and position)

4
.....
(Name of Witness)

Signed on behalf of the Company:

5
.....
(Signature)

7
.....
(Signature of Witness)

6
.....
(Print Name and position)

8
.....
(Name of Witness)