



**Complete the following information to gain further information on Exceed opportunity**



Multi Award winner in System and Media  
Franchise System of the Year Home Services in 2009, 2010, 2012 2016 and highly recommended 2015  
Highly Commended winner for Media Campaign 2012 and 2015  
Franchise owner of the Year 2012 (Remuera)  
Highly Commended Franchise owner of the Year 2012 (Taranaki)

# Confidentiality Agreement

**AN AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_  
**BETWEEN** EXCEED FRANCHISING LIMITED  
(hereinafter called "EFL") of the one part

**AND** \_\_\_\_\_  
(hereinafter referred to as "The Enquirer") of the other part

## WHEREAS

- A. The Enquirer has approached EFL with view to a possible purchase of a franchise from EFL. Both parties agree that information will be exchanged between the respective parties that is both confidential and privileged.
- B. The Enquirer will receive considerable disclosure of business systems, financial, and commercial matters that make up the intellectual, legal, commercial property of EFL.

### Therefore this agreement witnesses as follows:

1. That during the period of discussions and disclosures the Enquirer will have access to, become acquainted with, and have disclosed certain confidential information, being commercial information, financials, methods, techniques, and business plans that are not generally known to the public pertaining to the commercial/financial affairs of EFL in the operation and management of EFL's financial affairs and EFL's methods, systems, and contacts.
2. That each of EFL and The Enquirer covenant and agree to take any and all steps necessary to preserve and protect the proprietary information disclosed one to the other from any publication, communication, or any other unauthorised disclosure to any third party. Both parties agree to executing further documents in support of this provision if required.
3. Each party covenants with the other that they shall not disclose any of the information used in any way or assist any other person or entity to use any of the information used in any way or assist any other person or entity to use any of the information during the period of discussions or subsequently without the consent in writing of the respective party.
4. That each party acknowledges that upon a violation of any of these covenants the other party shall be entitled to make application to a Court of suitable jurisdiction for temporary or permanent injunctive relief without the necessity of proving actual damages sustained.
5. The only exclusion to the above will be at law where either of the respective parties is required to disclose certain information. Both parties agree that should it be deemed necessary by the respective party they will sign further documentation to ensure that this confidentiality agreement is enforceable in all respects.

Signed by  
EXCEED FRANCHISING LIMITED

Signed by  
THE ENQUIRER



**Have you ever been convicted of a Criminal Offence including** **Yes** **No**

**Traffic and Driving Offences?** *(please tick)*

**Have you ever been involved with the Police** *(please tick)*

**(If "Yes" to either of the last two questions provide details)**

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**Have you ever failed in a Business Venture?** *(please tick)* **Yes** **No**

**(If "Yes" when, where and circumstances)** \_\_\_\_\_

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**Have you or any business in which you have held an interest ever** **Yes** **No**  
**filed under Bankruptcy or Receivership?** *(please tick)*

**(If "Yes" give particulars)** \_\_\_\_\_

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**Will the Exceed Franchise be owned and** **Yes** **No**  
**Operated by yourself?** *(please tick)*

**How did you hear about Exceed?** \_\_\_\_\_

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**How much money do you have to invest?** \_\_\_\_\_

**How do you intend to finance the purchase of a franchise business?**

**Will there be any partners (sleeping or otherwise) included in the** **Yes** **No**

**Business**

*(please tick)*

**What minimum annual income do you expected from the Business?**

\_\_\_\_\_

**What annual income would you expect after getting established?**

**After one year?**

\_\_\_\_\_

**After five years?**

\_\_\_\_\_

**What are your Interests/Memberships?**

\_\_\_\_\_

**Brief description of prior relevant work experience for an Exceed Franchise or if you have worked or owned a business similar to Exceed?**

\_\_\_\_\_  
\_\_\_\_\_

**When you consider your career path to date, what position/responsibilities provided you with the most satisfaction and why?**

\_\_\_\_\_  
\_\_\_\_\_

**Preferred Franchise Locations:**

\_\_\_\_\_

**State your reasons for believing you will be able to successfully operate one of our franchises?**

\_\_\_\_\_  
\_\_\_\_\_

**Where would you like to be in 5 years?**

# Work History

## Current

Employer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Current Position: \_\_\_\_\_ Dates of Employment: \_\_\_\_\_

Do you object to enquiries with your current employer? *Yes/No*

## Previous Work History

Name of Employer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Address of Employment: \_\_\_\_\_

Position Held: \_\_\_\_\_ Dates of Employment: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Address of Employment: \_\_\_\_\_

Position Held: \_\_\_\_\_ Dates of Employment: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

## Employment Character References

Business related referees, (at least three).

Name	Phone Number	Company

# Personal Guarantees

As part of this application being actioned, a credit card check will be done on the guarantor(s) through **BAYNET CRA LTD.**

By completing this application you agree to your application being reviewed by outside agent. You are entitled to seek access to the material held by outside agent about you. However, the Privacy Act also allows us to refuse access in some circumstances. If you do not agree with the information held about you by outside agent you may ask that it is corrected. Outside agent can be contacted at **P O Box 26 624 Epsom, Auckland.**

**Full Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

## Declaration

1. I, \_\_\_\_\_ (*print full name*) declare that to the best of my knowledge, the information I have provided in this application form is correct. I understand that if any information is found to be false, or any material information withheld, my application may not be accepted, or if my application is successful, any offer may be retracted.
2. I irrevocably authorise you or your agent to contact all my previous and current employers, including any employers that I have not nominated on this application. Information so gained, is supplied in confidence as evaluative material and will not be disclosed to me.
3. If the named referee is not authorised to speak on behalf of the Company, or not available, inquiries can be made with the manager or duly authorised person.
4. As part of this application being actioned, a credit check will be done through **BAYNET CRA LTD.** In order for this credit check to be completed, I agree to provide my **Date of Birth**  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_
5. I further irrevocably authorise you to furnish to any third party, details of this application and any subsequent dealings that I may have with you as a result of this application being actioned by you.
6. I irrevocably authorise outside agent Ltd to furnish to the company processing this application with outside agent Ltd, the details of any Criminal History or Driver History.

**I have read and fully understand this declaration.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Application reviewed and authorised for review by David Dovey.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_