



# Franchise Enquiry Form & Confidentiality Agreement

## Basic Information

Where did you initially hear about The Rusty Rabbit franchise opportunity?:

Full Name:

Gender:

Home Address:

Suburb:

State

Postcode

Country:

E-Mail Address:

Home Phone:

Confirm E-Mail Address:

Mobile Phone:

Work Phone Number:

Country of Birth:

Is contacting you during business hours sensitive?  Yes  No

If Yes, advise the best method of contacting you:

Year of Birth:

Current home arrangement?

Present state of health?

Please list any  
Qualifications you hold:

How long have you lived at your current address?

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 the Retail or Hospitality  
industry:

## Your Business Plans

The investment in a Rusty Rabbit franchise is around \$250,000+. In addition, you will require working capital and you may incur your own legal and other advisors' costs.

How do you intend to fund the business?  Equity  Cash

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 Rusty Rabbit Franchising Pty Ltd, “Rusty Rabbit”, “we”, “us” or “our”) and**

(insert your name/s)

(“the Franchise Enquirer”, “you” or “your”).

The Franchise Enquirer wishes to evaluate The Rusty Rabbit business in order to decide whether to apply to become a franchisee of Rusty Rabbit. For this purpose, **Rusty Rabbit Franchising Pty Ltd** agrees to provide the Franchise Enquirer with confidential information relating to the operation of The Rusty Rabbit franchise.

The Franchise Enquirer and **Rusty Rabbit Franchising Pty Ltd** 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 trademarks 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.

Executed as a Deed.

Signed on behalf of **Rusty Rabbit 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 above Confidentiality Agreement;

I acknowledge that:

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

<b>Your Signature:</b>		<b>Date:</b>
<b>Print Your Name:</b>		
<b>Witness Signature:</b>		<b>Date:</b>
<b>Witness Name:</b>		

Scan this form and e-mail to: [franchise@therustyrabbit.com.au](mailto:franchise@therustyrabbit.com.au)

**OR** mail this form to: **Rusty Rabbit Franchising Pty Ltd**  
252 Forbes Street Darlinghurst NSW 2010