



Background Questionnaire

Full Name	Date of Birth
Phone	Mobile
Email	Fax
Address	
Current Occupation	
Purchase Intention (<i>tick one</i>) <input type="checkbox"/> Owner Operator <input type="checkbox"/> Investor	Education & Qualifications
Business Experience	
Preferred Store Location/s	Capital Available to Invest \$
Why are you interested in a Columbus Coffee Franchise?	
Where have you see Columbus Coffee franchises promoted? <i>Tick all that apply.</i> <input type="checkbox"/> <i>Word of mouth</i> <input type="checkbox"/> <i>Facebook</i> <input type="checkbox"/> <i>Google ads</i> <input type="checkbox"/> <i>Linked In</i> <input type="checkbox"/> <i>Franchise magazine</i> <input type="checkbox"/> <i>Franchise.co.nz website</i> <input type="checkbox"/> <i>Franchisebusiness.co.nz</i> <input type="checkbox"/> <i>Other (please specify)</i>	
I give authority for you to verify and obtain any such further data you may require from information I have supplied. This information is not to be provided to any other person or organisation.	
Signed	Date



CONFIDENTIALITY AGREEMENT & UNDERTAKING

To: Columbus Coffee (The Company), and their professional advisors

From:, (The Applicant)

Dated :.....

1. The Applicant warrants that it is his intent, subject to satisfactory due diligence, to enter into a Franchise agreement to operate a Columbus Coffee Shop.
2. In consideration of the Company and its professional advisors disclosing to the undersigned (the Applicant) certain confidential information, programmes, systems, methods, techniques and processes that are generally not known to the public pertaining to the establishment, promotion, marketing, operation and management of a Columbus Coffee Shop and the systems of the company including but not limited to the information contained in the profit projections, Franchise Agreement and the Manuals (all such information and documentation collectively referred to as the "Proprietary Information") for the purpose of enabling the Applicant to determine whether they wish to become a Franchisee under the Company's Franchised Operator programme, the Applicant agrees to the Company and its professional advisors to take any and all steps necessary to preserve and protect the Proprietary Information from publication, communication or any other unauthorised disclosure.
3. The Applicant agrees that the Applicant shall not disclose any of the Proprietary Information, use it in any way, or assist any other person or entity including any employee or officer of the Applicant to use it either during the term of negotiations or at any time thereafter. In the event of any employee reasonably requiring to have access to the Proprietary Information then the Applicant shall first obtain the approval of the Company and if such approval is forthcoming shall arrange for such employees to sign a written and binding confidentiality undertaking comparable in scope and duration to this covenant and undertaking.
4. At any time upon the request of the Company or its professional advisors the Applicant shall return to the Company the Proprietary Information disclosed to it and shall not keep any copies.
5. The Applicant will obtain any proprietary rights of any kind to the proprietary information disclosed to them.
6. The Applicant acknowledge that the Proprietary Information is of commercial value to the Company and undertake not to use any of the Proprietary Information in any way that would be harmful to the best interests of the Company.

7. The Applicant acknowledges that the Company will provide consultation and advice concerning site selection, location, suitability and acquisition of the Premises. The Applicant acknowledges that any sites introduced to the Applicant by the Company, or by the Applicant to the Company, will become if not already, Proprietary Information of the Company. As such the Applicant therefore agrees to the Company and its professional advisors, that should they not pursue a Columbus Coffee franchise at any of the sites introduced by either party, that the Applicant will not approach or solicit those sites or landlords for any reason.
8. The Applicant agrees that any such information relating in any way to the business of the Company or potential sites, shall be kept strictly confidential and shall not be released in written or verbal form to any third party, or used in the course of any other business other than that of the Company. The Applicant acknowledges that they will be liable for any costs incurred by the Company and any losses incurred as a result of the Applicant or agent of the Applicant breaching this clause.
9. The parties acknowledge that upon violation of any of these covenants, it will be difficult to determine the resulting damage to the Company or it's professional advisors and, in addition to any other remedies it may have, the Company or it's professional advisors shall be entitled to make application in a Court of competent jurisdiction for temporary or permanent injunctive relief without the necessity of proving actual damages.

Signed by the Applicant this day of 20.....

Applicant's Name and Address:

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Applicant's Signature:

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Signed in the presence of:

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Applicant's Signature:

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Signed in the presence of:

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