

# **FRANCHISE APPLICATION FORM**

## **STOCKCHECK LTD & STOCKTAKE UK LTD**

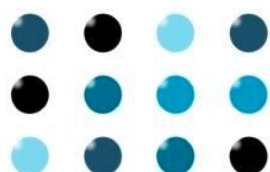
Please complete and return to:

*Gillow House  
Broughton Hall,  
Skipton  
North Yorkshire  
BD23 3AN*

*T: 0870 903 0018*

*T: 01756 793 208*

**CONFIDENTIAL**



**S T O C K C H E K**

**Stocktake**

Licensed Trade and  
Hospitality Specialists



Name:

Address

Phone or Mobile (private)

Phone (business - if we may contact you there)

E-mail Address

Where did you hear about our Franchise?

Date of birth:

Place of birth:

Marital status: ..... No. of children: Ages

-----  
Partner's name:

Employment status:

-----  
Do you have any disabilities? - Please specify.

House owner? Yes No Rented

How long (Years)

Do you have any criminal records?

Have you ever been made bankrupt?

Do you have a current driving license? Penalty points if applicable?

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Hospitality Stocktaking experience or trade qualifications?

Current occupation?.

Name and address of present employer:

(Your current employer will not be contacted without your permission)

*In which region/area would you prefer to operate?*

***FURTHER EDUCATION AND/OR TRAINING BACKGROUND QUALIFICATIONS (from age 18 years)***

*Continue on separate  
sheet if necessary*

***OCCUPATIONAL EXPERIENCE***

*Start with present employment and work back in time: Include separate jobs in same organization, include armed forces employment, please include: Date: from / to / Employer*

*2 x Personal references (not employer or relations) - Names and address and contact details.*

*(Please note any restrictions you may wish to observe in contacting referees)*

*Credit references - (Names and addresses)*

*How do you propose to finance this opportunity?*

*Have you had any experience of running a small business, please give details?*

*What immediate income is absolutely necessary to you?*

*What cash assets are immediately available to you?*

*When could you start your Franchise?*

***Thank you for your time in completing this application form.***

S T O C K C H E K

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**PLEASE COMPLETE THE FOLLOWING CONFIDENTIALITY AGREEMENT**

Insert Name:

**To: The Directors, Stockcheck Limited**

Dated:

Dear Sirs.

We refer to our stated interest in entraining into a franchise or other commercial agreement with Stockcheck Limited ("the Company").

In consideration of you, the Company and your and its directors and/or advisers agreeing to supply us at our request with certain information (either orally or in writing) that is either non-public, confidential or proprietary in nature ("the Information") which may include: information relating to the financial, marketing, organisational and trading position of the Company, including any details of customers, suppliers, debtors or creditors; technical information relating to any products or services manufactured or supplied by the Company and/or any of its subsidiaries or holding companies;

information relating to intellectual property rights in respect of the products and services manufactured or supplied by the Company and/or any of its subsidiaries or holding companies;

information relating to the officers, directors or employees of the Company and/or any of its subsidiaries or holding companies including their terms and conditions of employment or engagement;

any other information which may from time to time be identified by you or the Company as being of a confidential nature and as being subject to the terms of this agreement,

**we unconditionally and irrevocably undertake with you and with the Company (on whose behalf you contract as trustee) that we will:**utilise the Information exclusively for the purpose of evaluating the Company with view to agreeing a contract; not disclose the Information to any person other than:

- 2.1 such only of our directors or other members of senior management whose knowledge of such Information is essential for the said purpose;
- 2.2 any professional advisers acting on our behalf in connection with the purchase of the Company;
- 2.3 any banker or other financial institution from whom we may seek finance for the purchase of the Company;
- 2.4 any other person approved in writing by you and we shall procure that any of the persons referred to in sub-paragraphs 2.1-2.4 above to whom all or any of the Information is disclosed shall hold it strictly confidential and shall not disclose it to any third party except to those persons as permitted by the above sub-paragraphs, in which event our obligations to procure the confidentiality of such information shall apply mutatis mutandis in relation to such persons; whenever requested by you, return, and procure that there is returned to you,

immediately all matter in tangible form which constitutes the Information, or any part of it, together with all copies (whether supplied to or made by us) and we will destroy (and procure that any persons referred to in paragraph 2 above to whom or to which Information has been imparted confirm to you in writing that they have destroyed) any analyses, compilations, studies, reports and other documents or materials prepared by us or on our behalf which reflect or are prepared from any of the Information; not utilise the Information for any purpose other than is specified in paragraphs 1 and 2 above; maintain a list of individuals or entities to whom any Information is disclosed and make such list available to you upon request; except as contemplated by the next paragraph, not make any announcement whatever or disclosure (other than as permitted by paragraph 2 above) of our interest in entering into an agreement with the Company or otherwise relating to any negotiations or proposed transactions between us in relation to the Company.

Where we reasonably determine that any such disclosure or announcement is required by law or by any regulation, rule or any governmental or quasi-governmental authority or its equivalent such disclosure may be made by us after consultation with you and after taking into account your reasonable requirements as to its timing, contents and manner of making or despatch.

For a period of 12 months from the date of this letter not solicit or entice away from the Company or any of its subsidiaries or holding companies and procure that none of our subsidiaries or holding companies partners directors or shareholders shall solicit or entice away from the Company or any of its subsidiaries or holding companies any officer, manager or senior employee presently in the employment of the Company or any of its subsidiaries or holding companies whether or not such person knows of any of the Information or would commit a breach of his contract of employment by reason of his leaving the employment of the Company or any such subsidiary or holding company.

It is accepted by you that nothing contained in this letter shall in any way restrict our right to use, disclose or otherwise deal with any of the Information if and to the extent that it was at the time it was imparted to us in the public domain or becomes subsequently so available, other than as a result of a breach of this agreement by us or by any person referred to in paragraph 2 above.

We further agree, warrant, acknowledge and undertake that: no right or licence is granted to us or our advisers in relation to the Information except as set out above;

no contact, direct or indirect, in connection with our appraisal of the Company, will be made by us or on our behalf with any director, officer or employee of the Company or of any subsidiary of the Company or of yourselves, or with any customer or supplier of the same, or with any governmental body or regulatory authority or with any other person connected with the Company, its subsidiaries or holding companies or yourselves without in any such case your prior written consent;

we are acting in this proposed transaction as principal (and not as agent or broker for any other person or company) and that our interest is in entering into a franchise or other commercial agreement with the Company;

documents, whether containing Information or otherwise, made available to us or our advisers prior to, or in the course of, or for the purposes of, negotiations, will not constitute an offer by you or the Company, nor will such documents or the information contained in them form the basis of any contract (save as expressly provided for in them);

neither you nor the Company nor any of your or its advisers, associates, agents,

directors, employees or officers accepts responsibility for or makes any representation or warranty, express or implied, with respect to the accuracy or completeness of the Information or the contents of any other document or data supplied to us or our agents in relation to our evaluation of the Company;

we will be solely responsible for making our own decisions on the Information and any other documentation or data supplied to us or our agents in relation to our evaluation of the Company.

It is confirmed by us that the provisions of this letter are intended to impose an immediately binding legal obligation on us and (save as otherwise appropriately provided in this letter) will continue indefinitely. We further acknowledge that any breach of the provisions of this letter would result in serious damage being sustained by you and the Company and as a result

**We hereby unconditionally agree:**to indemnify you and the Company fully for any losses, damages or expenses that maybe occasioned by any such breach; and to waive any rights we may have to oppose the granting of any equitable relief (including injunctive relief) sought by you or the Company in relation to any threatened or actual breach of the provisions of this letter.

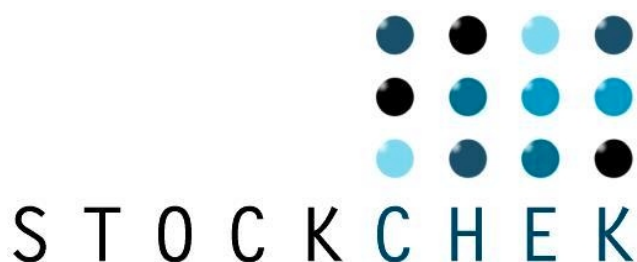
Each provision of this letter (including each undertaking and each part of it) shall be construed separately and independently from each other and notwithstanding that such provision and/or undertaking (or part of it) may prove to be illegal or unenforceable the remaining provisions and undertakings of this letter shall continue in full force and effect.

For the avoidance of doubt we acknowledge that nothing contained in this letter shall compel you to provide us with all information relating to the Company and/or its subsidiaries or holding companies requested by us and that you shall be entitled at your discretion to decline to supply us with all or certain of such information.

The contents of this letter shall be governed and construed in all respects in accordance with the laws of England to the non-exclusive jurisdiction of whose courts we shall be deemed irrevocably to have submitted.

**Yours faithfully,**

By clicking below, I have read and accept to the above disclosure restrictions.



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