

# Enquiry Form & Confidentiality Agreement



## General Information

Where did you initially learn of the Brian Tracy opportunity?:

Full Name:  Mobile Phone Number:

Home Address:  City:

State/Region:  Postcode:  Country:

E-Mail Address:  Home Phone Number:

Date of Birth:  Nationality:

May we contact you during business hours?  Yes  No

Present state of health?

How long have you lived at your current address?

Do you own or rent?

What is your highest level of Education attained?

Please list any trade or academic qualifications you hold:

## Business Experience

Are you self-employed?  Yes  No

Employed from:  Employed to:

Who is your Current/Last Employer:

What Position did you hold?

Please describe the duties and responsibilities of your position:

Number of Employees Supervised?

Please list your experience in the professional development industry:

## Investment

The investment for a Brian Tracy FocalPoint franchise is from \$59950 USD. In addition you will require some working capital and you may incur your own legal and other advisory costs.

What funds do you currently have available to invest?

Will you operate this business full-time?  Yes  No

If part-time, how many hours per week will you spend?

How were you attracted to this opportunity?

# Confidentiality Agreement

**This Agreement is between (Brian Tracy FocalPoint Pty Ltd)  
("Brian Tracy", "we", "us", "our" or "BTFP") and**

(insert your name/s)

**("the Enquirer", "you" or "your").**

The Franchisee enquirer wishes to evaluate the Brian Tracy business in order to decide whether to apply to become a franchisee of Brian Tracy. For this purpose Brian Tracy agrees to provide the Enquirer with confidential information relating to the operation of a Brian Tracy franchise.

The Franchisee enquirer and Brian Tracy 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 trade marks pending), feasibility studies, business plans, operating manuals 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 franchisee without first obtaining independent financial and legal advice.

Executed as a Deed

Signed on behalf of **Brian Tracy FocalPoint Pty Ltd**

By:

Signature:

Date:

Agreement, Acknowledgement and Declaration

**By signing below:**

I agree, as the Enquirer, to be bound by the terms of the above Confidentiality Agreement;

I acknowledge that:

1. BTFP will or may rely upon the information in this form when deciding whether to accept an application I may later make for a Brian Tracy franchise.
2. BTFP may decline to accept any application I may later make for a BTFP franchise, without giving reasons for their decision.
3. In completing and returning this form, neither BTFP 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. I declare that all the information supplied in this form is true, correct and complete.

Your Signature:

Date:

Print Your Name:

**On completion, please save and download the form, sign, scan and return it by email.**

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