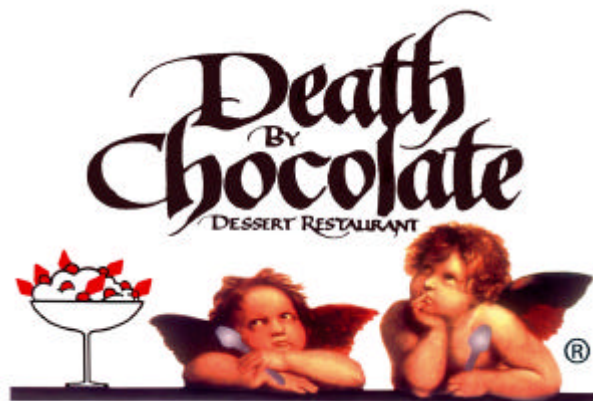


The Franchise Brands Group of Companies

Expression of Interest



CONFIDENTIAL
Individual

To: The Directors
Death by Chocolate International Ltd
36 Banff Avenue
Epsom
Auckland

Mobile: 0274 394 514
Ph: (09) 638 6376
Fax: (09) 638 6379
Email: Info@FranchiseBrands.co.nz
www.FranchiseBrands.co.nz

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Section 1. Personal Information

Surname: Given Names:

Address:

Telephone:Home Work
.....Mb

Date of Birth: Marital Status:

Spouses' Name: Date of Birth:

How long have you lived at your present address?

What was your previous address? (if less than two years)

.....

How long did you live there?Do you own / rent?

If you rent, please give name, address and phone number of your landlord:

.....

Education and Background

What educational qualifications do you hold?

.....

What other training have you had? / Courses or Seminars attended?

.....

Do you, your spouse or your partner(s) have any physical disabilities, limitations or health problems which could affect the running or operating of the business? If yes, please advise below;

.....

Have you, your spouse or your partner(s) ever been convicted of anything other than a minor traffic offence? If yes, please advise below;

.....

Section 2. Work Experience

Employer's Name:

.....

Employer's Address:

.....

Employment Started:

What is your current role?

How long in that position?

What is your managers name and role?:

.....

Previous positions within the company?

.....

Previous Employment

(List from most recent and cover the last five years if relevant)

Dates	Employer	Nature of Business	Position Held
From: To:			
From: To:			

Please specify if you were a sole trader or self employed in relation to the above employment history.

.....

Have you ever worked in the Retail or the Food and Beverage Sectors?

If yes, please advise below;

.....

Are any of your family members presently employed in the Retail or the Food and Beverage Sectors?

If yes, please advise below;

.....

Section 3. Personal & Credit References

Personal References

Name	Contact Telephone	Relationship
1.		
2.		
3.		

Credit References

(List all credit facilities including banks used over the last five years)

Organisation	Contact Name	Contact Telephone
1.		
2.		
3.		

Please attach a copy of the following where relevant;

- (a) Last months credit card statement
- (b) Last months electricity account
- (c) The latest rates account

Accountants' Details:

.....

Lawyers' Details:

.....

Section 4. Statement of Position

<u>Current Assets</u>	<u>Amount</u>
<u>Cash on hand:</u>	\$
Bank / Institution Branch	
1.	\$
<u>Investment Securities (shares, bonds, life insurance surrender value)</u>	
Institution(s) Maturity date	
1.	\$
Debtors and any other monies due to you:	\$
Property Investment	
Description and address	Latest Valuation
1.	\$
Valuation of any business assets:	\$
Plant and Equipment (including motor vehicles)	\$
Other tangible assets (describe):.....	\$
Total Assets	\$

Current Liabilities

<u>Overdraft</u>		
<u>Lending Institution</u>	<u>Branch</u>	<u>Balance Owing</u>
1.		\$
<u>Mortgage</u>		
Lending Institution	Branch	
1.		\$
<u>Personal Loans</u>		
Lending Institution	Branch	
1.		\$

Section 5. General Provisions

- 1. I understand that completing this Expression of Interest does not oblige myself or Death by Chocolate International Limited to subsequently enter into a Franchise Agreement.
- 2. I understand that under the Privacy Act 1993, I am entitled to request access to and correction of any information held by Death by Chocolate International Ltd about me.
- 3. I confirm that, to the extent I have disclosed information about other individuals on this form, I am authorised to do so.
- 4. I confirm that I will keep all verbal and written communications between Franchise Brands Holdings Limited and myself, confidential at all times.
- 5. I confirm that any other person(s) who will be financially involved in the business has also completed a copy of this Expression of Interest Form.
- 6. I confirm that the business, if established, will be held in the name of a registered company and that all directors and shareholders in the company will act as guarantors of that company’s obligations under the Franchise Agreement.
- 7. I declare that all information provided in this Expression of Interest form is true and correct.

Signed:

Dated:

Confidentiality Undertaking

TO: Death by Chocolate International Limited (“the Company”)

In consideration for the disclosure to me during the recruitment and selection process for a Franchise of certain confidential information regarding the Company, its Director(s), and any of its Franchisee’s, I give the following undertakings with the understanding and intent that they will be relied on by the Company.

1. I will keep confidential all confidential information that is disclosed to me during the recruitment and selection process and I will not, without the prior written consent of the Company;
 - (a) Directly or indirectly permit disclosure of any of the confidential information to any person, or
 - (b) Use the confidential information in any way other than for the sole purpose of determining whether to become a Franchisee under the Company’s Franchise programme, or
 - (c) Use the confidential information in a way that is directly or indirectly in competition with the Company, or any of its Franchisee’s, or Franchise Brands Holdings Ltd or assist any other person to use it in a way that is directly or indirectly in competition with the Company or its Franchisee’s.

2. Without limiting the generality of the term confidential information, I acknowledge that the term is used in this undertaking to include all information disclosed directly or indirectly to me including all information contained in the Franchise Agreement, the Operations Manual and the Design Manual, and all information which otherwise becomes known to me through my involvement with the Company’s Franchise recruitment and selection programme. The term includes but is not limited to, information relating to the preparation, production, distribution, merchandising, promotion and sales of the Company’s products and the terms includes the marketing strategies, pricing and financial activities of the Company and its Franchise system. Confidential information excludes information that is publicly known or which becomes publicly known after the date of this Agreement, other than through the breach or non-performance by me of any of my undertakings under this Agreement.

Confidentiality Undertaking (Continued)

3. I will, upon demand of the Company, return to it or destroy (at the Company's option) all confidential information (including all copies or reproductions of the confidential information) in our possession or control together with all information and documentation containing, comprising or relating in any way to the confidential information.
4. I understand that any unauthorised disclosure by me of the confidential information may result in the Company suffering loss or damage and I acknowledge that I will be liable to the Company for any such loss or damage suffered by the Company, its Director(s) or any of its Franchisee's as a result of such unauthorised disclosure.
5. In the event that I disclose any confidential information to my advisors I agree:
 - (a) To make only such disclosure as is necessary to enable such advisors to evaluate the Franchise proposal and advise me accordingly.
 - (b) To ensure that any such advisors are aware of the confidentiality of the information and the existence and terms of this Confidentiality Undertaking.
 - (c) To obtain assurances from the advisors that they will maintain the confidentiality of the information and will not use the information for any other purpose other than that which is necessary to enable them to fulfil their obligations owed to me in their capacity as advisor.
 - (d) I will indemnify the Company for any damage, loss or expense claimed, incurred or suffered by the Company that results from the disclosure of confidential information to any such advisor.
6. I further understand that my obligations to the Company in terms of this undertaking survive the termination of the recruitment and selection process.

DATED the _____ day of _____ 2006

Signature

Name

Authorisation for the Collection and use of Personal Information.

I, _____
(Full name)

of _____
(Full Address)

authorise Death by Chocolate International Limited ("DBCI") to obtain at any time from any person or entity, including but not limiting to those persons nominated, any information it may require to ascertain my creditworthiness and character. I understand that this information may include, but shall not be limited to, credit reports, financial statements and character references. I authorise any person or entity holding such information concerning me to release such information to DBCI.

I acknowledge that:

1. Personal information collected or held by DBCI is provided and may be held and disclosed to enable DBCI to assess my / our suitability as a Franchisee.
2. Personal information collected will be held by Death by Chocolate International Ltd at:

36 Banff Avenue
Epsom
Auckland
New Zealand

Mb: 0274 394 514
Ph: (09) 638 6376
Fax: (09) 638 6379

3. I have the right under the Privacy Act 1993 (NZ) to obtain access to and to request correction of any personal information about me that is held by DBCI.

Signed by: _____

Dated the _____ day of _____ 2006