



# FRANCHISE APPLICATION FOR STICKY'S CANDY

Each owner, partner, member and shareholder associated with the purchase of the franchise must complete a Franchise Application.

## PERSONAL INFORMATION:

|            |      |           |                    |                |
|------------|------|-----------|--------------------|----------------|
| FIRST NAME | M.I. | LAST NAME | SOCIAL INSURANCE # | DATE OF BIRTH  |
| ADDRESS    |      | PHONE #   | CELL #             | E-MAIL ADDRESS |
| CITY       |      | PROVINCE  | POSTAL CODE        |                |

**EMPLOYMENT:** Are you:  SELF EMPLOYED  EMPLOYED  UNEMPLOYED  RETIRED

|                 |                              |                       |
|-----------------|------------------------------|-----------------------|
| NAME OF COMPANY | TYPE OF BUSINESS             | # OF YEARS            |
| POSITION        | MAY YOU BE CONTACTED AT WORK | WORK TELEPHONE NUMBER |

## FINANCIAL INFORMATION:

Total Assets (1) \$ \_\_\_\_\_ Total Liabilities (2) \$ \_\_\_\_\_ Net Worth (1-2) \$ \_\_\_\_\_  
*Minimum \$125,000 net worth required per unit*

Total Liquid Cash Available \$ \_\_\_\_\_  cash  mutual funds  stocks  savings  
*Minimum \$100,000 Liquid Cash required per unit*

Do you or anyone in your immediate family have an ownership interest in, or are any of you employed by a retail food based franchise or company?  Yes  No If yes, please describe: \_\_\_\_\_

Are you or anyone in your immediate family currently under any form of non-competition agreement that limits your right to operate any business?  Yes  No If yes, please describe: \_\_\_\_\_

Will you have other owners/partners?  Yes  No If yes, who are they? \_\_\_\_\_  
*Each owner must submit a separate, completed application.*

Do you intend to run this business yourself?  Yes  No If no, who? \_\_\_\_\_

Province and city of interest: \_\_\_\_\_

Have you ever been convicted of a felony?  Yes  No If yes, please describe: \_\_\_\_\_

I have enough income to maintain my current lifestyle without spending funds allocated for development of my Sticky's Candy franchise Agreement?  Yes  No

I understand if financing is required to develop my Sticky's Candy franchise, it is my sole responsibility to obtain the financing.  
 Yes  No

Have you ever filed for bankruptcy protection?  Yes  No

Our acceptance of this Franchise Application should not be considered as a grant of a franchise. We grant franchises ONLY by executing a written franchise agreement. I authorize Sticky's Candy Holdings Ltd. and their respective assigns (collectively Sticky's Candy) to start an investigative consumer report (including information as to my character, general reputation, personal characteristics and mode of living) and credit investigation based on the information voluntarily provided by me and warrant that all information provided is true and accurate. I understand that I have a right to request that Sticky's Candy make a complete and accurate disclosure of the nature and scope of such investigation. Sticky's Candy may obtain my credit report in connection with this application. This is my authorization to credit reporting agencies, bank(s), creditors and suppliers to release to Sticky's Candy and to release to such parties all information requested regarding my depository, loan or other credit information including without limitation, financial information, by telephone or in writing as part of the normal credit evaluation process. I release my bank(s), creditors, suppliers and Sticky's Candy from all liability with respect to the release of any such requested information. Authorization is granted to use photo or fax copies of my signature to obtain information. If I am requesting that Sticky's Candy make a credit determination based on my creditworthiness combined with any co-applicants, I authorize Sticky's Candy to discuss any derogatory credit items with such co-applicants. I understand that Sticky's Candy may, at any time, require that I sign an updated application or provide updated information. I acknowledge that I have read, and hereby agree to be bound by the terms of the Confidentiality Undertaking which appears attached.

|      |                                  |                  |
|------|----------------------------------|------------------|
| DATE | PRINT NAME (FIRST, MIDDLE, LAST) | SIGNATURE IN INK |
|------|----------------------------------|------------------|

Return this application to: Sticky's Candy Holdings Ltd., 131 – 8950 Sunrise River, Chilliwack, BC V2R 3Z4  
or send by email in PDF format to headoffice@stickycandy.ca



## CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

The individual who has signed the application attached hereof ("Applicant") has applied to become a franchisee of Sticky's Candy Holdings Ltd. (hereafter "Sticky's Candy ") and in connection with the application process, may become privy to certain information regarding the business of Sticky's Candy and their subsidiaries and affiliates and their franchisees which Sticky's Candy classifies and protects as confidential and proprietary (the "Information"). Sticky's Candy is willing to divulge such information (as and to the extent it deems appropriate in connection with the Applicant's application) only if the Applicant agrees to protect the confidentiality of such Information. In consideration of the disclosure of Information, Applicant agrees to the following terms and conditions:

1. **CONFIDENTIALITY.** Applicant on behalf of itself and its affiliates, employees, officers and directors, agrees to maintain as confidential all Information disclosed to it. Applicant shall not, directly or indirectly, disclose any such Information to any third party without Sticky's Candy 's prior written consent, nor shall Applicant use any Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by Applicant within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.
2. **RETURN OF INFORMATION.** Applicant shall return to Sticky's Candy within ten (10) days of written request therefore, all Information, together with any and all copies thereof.
3. **NO RIGHTS IN INFORMATION.** Neither this Agreement nor the disclosure of Information shall be deemed, by implication or otherwise, to vest in Applicant any rights in the Information or any other trade secrets or property of Sticky's Candy.
4. **BREACH.** Any breach of any provision hereof will be theft of Sticky's Candy trade secrets, and will cause irreparable harm and damage to Sticky's Candy. Sticky's Candy shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Sticky's Candy may recover damages from Applicant for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to whom Applicant discloses Information). In any action brought to enforce any of the provisions of this Agreement, Sticky's Candy shall be entitled to reasonable attorney's fee and costs.
5. **LAW.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the Province of British Columbia. The parties agree that the exclusive venue for disputes between them shall be in the Provincial Court of British Columbia, and the parties each waive any objection they may have to the personal jurisdiction of or venue in such courts.

**SEVERABILITY.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

I \_\_\_\_\_ accept the above terms and agree to be held liable for any breach of these terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Day Month Year