



MAXI'S FRANCHISEE APPLICATION FORM

Thank you for considering joining the Maxi's family.
We look forward to starting this journey with you.
Please do not hesitate to make contact with us should you have any
questions.

Tel: 010 601 4900 / e-mail: zel@fiamme.co.za



Application for Franchise

Personal details

Title Surname

First Names Initials

RSA Citizen Yes No If no, Permanent Resident Yes No Nationality

ID Type RSA ID Passport Date of Birth Gender Male Female

ID/Passport Number

Marital Status Single Married ANC with accrual Married ANC without accrual Married Community of Property
 Divorced Widowed Other

Date of Marriage Country of Marriage

Spouses Name Spouses ID Number

Spouses Occupation Number of Dependants

Contact details

Work Tel. Home Tel.

Cellular Phone Fax

Email Address

Postal Address

Residential Address

City/Town City/Town

Postal Code Postal Code

How long at this address (years)

Employment status

Highest Qualification Institution

Employment Status Employed Self-Employed Retired Unemployed Student
 Salary Business Income Income from Investments

Employer (Current)
 Industry
 Employment Period

Employer Physical Address

May we contact your present employer? Yes No Telephone No

List previous 2 employer(s) and period of employment

Employer	Position	Employment Period
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Have you ever been self employed? Yes No

If yes, please provide details (other than current details already given):

Have you ever been declared Insolvent? Yes No If yes, date rehabilitated

Are you currently undergoing Debt Counselling? Yes No
 If yes, kindly state the date you applied for Debt Counselling

Is your spouse currently undergoing Debt Counselling? (for Community of Property Only) Yes No
 If yes, kindly state the date your spouse applied for Debt Counselling

Have you ever been found guilty of a criminal offence? Yes No

General Information

How did you get to know Maxi's?

What appeals to you becoming a Franchisee?

List your major goals in life:

What experience do you have in the Food / Quick Service Restaurant (QSR) industry?

Will you be the sole owner? Yes No

If no, who will be your partners?

Name & Surname Contact number

Please provide separate application and confidentiality forms for each partner.

What % of the store's operating hours will you be present in the store?

Will someone other than yourself manage the store? Yes No

If yes, name such Manager

If yes, what experience does the proposed manager have in the Food / QSR industry?

Will you have any other business to run at the same time as this store, if so please state?

Desired areas interested in for a Maxi's store? (in order of preference)
 Area 1 Area 2 Area 3 Area 4

When would you like to begin trading?

Financing of store

Net worth per personal balance sheet R

Current monthly income R

Unencumbered Cash available to invest in store R

Please state source

Available Finance to invest in store (Financial Institution) - facility in place R

Available Finance Available to invest in store (Other) - facility in place R

Available Finance Facility source:

Source Name	Nature of facility	Secured by	Amount available	Monthly Repayment	Repayment Period
			R	R	
			R	R	
			R	R	

Present Bankers:

Bank	Branch	Account type	Account number

Personal References

Name 3 references - 2 work / business colleagues and 1 friend:

Name	Relationship	Occupation	Contact number

Declaration and acceptance

- I, _____, the undersigned:
- certify that the information contained in this application, including statement of assets & liabilities and statement of income, is true and correct;
 - authorise Maxi's to make routine credit checks;
 - authorise Maxi's to make routine reference checks;
 - unconditionally accept the terms and conditions of Maxi's application process;
 - understand that the submission of any information in this process **does not in any way guarantee an opportunity**;
 - accept that any responses submitted through this process will form an integral part of the assessment of my application and that I will be bound by such responses;
 - undertake to complete the Franchisee training program prior to receiving a store, if I were to be awarded a franchise.
 - undertake to pay the joining fee and the monthly royalty and advertising fees as required by the Franchise Agreement, as well as any other required monies for the development of the site, if I were to be awarded a franchise.

Signature

Date

Place

Submission of Application via e-mail

Steps to follow:

- Download file and complete all 6 tabs (Application, Assets&Liabilities, Income&Expenses, and Confidentiality)
- **PROVIDE PROOF OF ALL ASSETS; LIABILITIES (STATEMENTS) AND INCOME AND EXPENSES (PAYSLIPS AND 3 MONTHS BANK STATEMENTS)**
- Print and sign the Declaration (above) and Confidentiality Letter (separate sheet tab)
- E-mail your completed file, signed Declaration and signed Confidentiality as an attachment to:
zel@fiamme.co.za

Statement of Assets & Liabilities

Franchisee Name
 Date

Assets

Fixed Property (registered in your name)

Physical address or farm name	Property type	Year purchased	Purchase amount	Current market value
			R	R
			R	R
			R	R
			R	R

Investments (Listed shares, Unit trusts, Bank deposits)

Description	Held with	Current market value
		R
		R
		R
		R

Investments (Private Companies, CC's, Trusts, Business)

Entity Name	Type of Interest	% Interest	Current market value
			R
			R
			R
			R

Life Assurance Policies (Surrender Value)

Life assurance premiums (incl RA's)	Type	Maturity date	Life Value	Surrender value
			R	R
			R	R
			R	R
			R	R

Motor Vehicles

Make	Model	Year	Cost	Current market value
			R	R
			R	R
			R	R
			R	R

Household Contents

Current market value	R
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Bank Accounts

Bank Name	Branch	Type of Account	Account number	Current balance
				R
				R
				R
				R

Other Assets

	Current market value
	R
	R
	R
	R

TOTAL ASSETS

R

Liabilities

Mortgage Bonds (Fixed Property registered in your name)

Physical address or farm name	Bank / Institution	Account No	Reg bond amount	Current balance
			R	R
			R	R
			R	R
			R	R

Hire Purchase Loans / Leases

Bank / Institution	Type of Asset	Monthly repayment	Expiry date	Current balance
		R		R
		R		R
		R		R
		R		R

Other Loans

Bank / Institution	Type of facility	Monthly repayment	Expiry date	Current balance
		R		R
		R		R
		R		R
		R		R

Creditors

Institution	Type of account	Secured by	Current balance
			R
			R

How did you get to know Maxi's?

Bank Accounts (Overdraft / credit cards)

Bank Accounts (Overdraft / credit cards)	Type of facility	Limit	Secured by	Current balance
		R		R
		R		R

TOTAL LIABILITIES

R

NET ASSETS / (LIABILITIES)

R

Contingent Liabilities

Suretyships / Guarantees

Given to	On behalf of	Value
		R
		R
		R
		R

Where an applicant applies with more than one business partner, each business partner needs to complete the below

Franchisee Name	
Date	
Contact number	
e-mail	

Monthly Income (Rands)		
	Self	Spouse
Salary	R	R
Allowances (incl Petrol card)	R	R
Commissions	R	R
Investments / Rental Income	R	R
Other - (please specify)	R	R
	R	R
	R	R
Total Income	R	R

Annual Performance Bonus	R	R
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Monthly Expenses (Rands)		
	Self	Spouse
Tax – PAYE/SITE	R	R
Pension	R	R
UIF	R	R
Medical Aid	R	R
Other Payslip Deductions	R	R
Total Deductions	R	R
Net Salary	R	R
Rent / Bond payments	R	R
Hire Purchase instalments / Leases	R	R
Other Loan repayments	R	R
Insurance premiums (Short Term)	R	R
Life assurance premiums (incl RA's)	R	R
Electricity and water	R	R
Rates & Taxes	R	R
Estate Levies	R	R
Telephone & internet	R	R
Cell Phone	R	R
Security (alarm, response)	R	R
TV rental/M-Net/DSTV	R	R
Domestic / Garden help	R	R
Alimony / Maintenance	R	R
Planned savings	R	R
Credit card accounts	R	R
Education – school fees, books, etc.	R	R
Clothing & clothing accounts	R	R
Groceries	R	R
Entertainment	R	R
Medical expenses - not covered by Medical Aid	R	R
Transport cost / car expenses (petrol, parking etc.)	R	R
Vehicle Tracking	R	R
Gym subs	R	R
Donations	R	R
Other (specify)	R	R
	R	R
Total Expenditure	R	R
Surplus Available	R	R

10 December 2019

Dear applicant,

MAXI'S FRANCHISEE CONFIDENTIALITY & NON-DISCLOSURE

We are pleased that you wish to progress discussions with Maxi's in regard to you possibly acquiring a franchise. In order to advance the discussions in that regard, we will need to allow you access to information in respect of our proprietary business methods and systems ("the Proprietary Systems"). Before our doing so, I would appreciate your signing and returning this letter, confirming that you will adhere to the confidentiality undertakings set out below.

1, Confidential Information

For the purposes of this letter, confidential and proprietary information in relation to the Proprietary Systems ("Confidential Information") means and includes :

1,1 Information of whatever nature relating to the Proprietary Systems that is obtained by you or your advisors either in writing or orally from or pursuant to discussions with Maxi's, our employees and/or advisors, and/or pursuant to your perusals of our documentation and/or arising from any site visits. Such information includes (but is not limited to) information regarding:

- 1.1.1 the disclosure document including cost of construction, profit and loss statements and other information, written or oral, relating to Maxi's facilities and products not generally available to the public;
- 1.1.2 Maxi's's customers and its' business relations;
- 1.1.3 Maxi's's suppliers and its' business relations including the appropriate personnel to be contracted at the supplier's place of business, the identity and requirements of suppliers and the relationship of Maxi's to suppliers;
- 1.1.4 Maxi's's pricing policies, services, recipes, products, equipment, management, internal policies and other activities relating to the conduct of Maxi's's business, and other business or trade secrets or methods or techniques, used by Maxi's in the conduct of business.

1,2 Analyses, compilations, studies and other documents prepared by you, your employees or advisors which contain or otherwise reflect or are generated from such information as is specified in clause 1.1 above;

but shall exclude any information which-

1,3 is or falls within the public domain or otherwise becomes public knowledge by any means other than by breach by you or any of your agents, advisors or employees of any obligation contained herein; or

1,4 is released from the provisions of this letter by written consent given by Maxi's.

2, In consideration of the Confidential Information being made available to you, you hereby irrevocably undertake to at all times:

- 2,1 keep and safeguard the Confidential Information as private and confidential and separate from any and all other documents and information in your possession;
- 2,2 not make any use of it nor at any time permit any other person to use it except solely for the purpose ("the permitted purpose") of evaluating the Proprietary Systems from the perspective of its viability and your obtaining a franchise agreement;
- 2,3 only disclose or reveal Confidential Information to those of your employees and representatives of your professional advisers who are required in the course of their duties to consider same for the permitted purpose and in this connection will only distribute copies of the Confidential Information to the minimum extent necessary to accomplish the permitted purpose;

- 2,4 inform every person to whom disclosure of any of the Confidential Information is permitted in terms of clause 2.2 above prior to making such disclosure of the confidential nature of the terms imposed by this letter and require them to abide by the same and further you will accept full responsibility for all action or omissions of any such person insofar as the same may result in any disclosure of any of the Confidential Information contrary to the terms of this letter;
- 2,5 not exploit or seek to exploit (and will take all necessary steps to procure that no subsidiary, affiliated or associated undertaking or any entity which is managed or controlled by you or in which you are interested exploits or seeks to exploit), whether directly or indirectly, interested exploits or seeks to exploit), whether directly or indirectly, to commercial advantage any of the Confidential Information, save in the event that the aspect has fallen into the public domain, other than by virtue of a breach by you of the provisions of this letter and in any event not prior to the second anniversary of the date of this letter.
- 3, You acknowledge and agree that all copyright and other intellectual property rights in and to the Proprietary Systems, including any adaptations or modifications thereof, and whether such adaptations or modifications are developed by Maxi's or you pursuant to our discussions in relation to the Proprietary Systems, are or will hereby become Maxi's's property.
- 4, You will forthwith return all Confidential Information (including all copies held by you or your advisers) to the writer upon receipt by you or written notice from the writer and you will destroy all copies of any analyses, compilations, studies or other documents prepared by you for your use containing, reflecting or generated from any Confidential Information and expunge and destroy any Confidential Information from any computer, word processor or other device in your or any your advisers' possession or custody or control containing such
- 5, You will not make any public statement relating to the Proprietary Systems without obtaining Maxi's's prior approval to the contents thereof and to the manner of its presentation and publication.
- 6, The terms and conditions of this letter may only be amended by agreement in writing signed by both you and a representative of Maxi's. No waiver or abandonment of rights by Maxi's under this letter will be of any force or effect unless reduced to writing and signed by the parties. Failure by Maxi's to enforce any of its rights under this agreement will not be construed as a waiver or abandonment thereof.
- 7, Each paragraph, clause, term and provision of this agreement shall be considered severable and if, for any reason, any part of this agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court in any country in which enforcement is sought, it shall not impair the operation of, or have any effect upon such other portions of this agreement as may otherwise remain valid or intelligible within that country, which shall continue to give full force and effect and bind the parties hereto. To the extent that any undertaking or restraint in this agreement is deemed or is held to be unenforceable by virtue of its scope in terms of nature of confidential information, country, area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all thereof, the parties agree that same shall be enforceable to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which the enforcement is being sought.
- 8, This agreement shall be fully transferable by Maxi's.
- 9, This agreement will be interpreted and enforced according to the laws of the Republic of South Africa. The parties hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter whereupon it shall constitute your agreement with respect to the subject matter of this letter.

Yours sincerely
Maxi's

ACCEPTANCE OF CONFIDENTIALITY & NON-DISCLOSURE

Agreed and confirmed by:

 Per signatory, duly authorised

LETTER OF INTENT, CONFIDENTIALITY & CONSENT UNDERTAKING I.R.O MAXI'S FRANCHISE FOR SOUTH AFRICA

The hereinafter mentioned Prospective Franchisee ("the Applicant") has expressed interest in acquiring Maxi's Franchise from Fiamme Holdings (Pty) Limited ("Maxi's") Should the Applicant be successful in his/her application and a Maxi's franchise outlet be granted, the Applicant will be granted the non-exclusive rights to trade under the name, logo, style and colours of Maxi's and shall be bound by the Maxi's franchise agreement (the "Franchise Agreement") once signed, and will be required to promote Maxi's brand and the products and services offered by Maxi's in terms of the Franchise Agreement.

DETAILS OF THE APPLICANT:

Name of Principal Shareholder, Member or Sole Trader:

Name of the entity in whose name the business is to be registered where applicable and available):

Description of area where you would like to open:

Email Address:

AMOUNTS PAYABLE

Approximate Franchise fee =	R1,8 Million
Joining Fee	R 126 500,00

Balance will be site specific. On average a store costs R1.8 mil. Ex vat.

Please take note: The deposit amount is not interest bearing.

Certain costs are excluded from the franchise set up fee but needs to be take into consideration for budgeting purposes. (All approximate figures and the onus lies on the franchisee to set up their own budget for additional costs over and above the set up fee).

All payments are required to be made into the following account and proof of payment must be emailed to zel@fiamme.co.za Please use the Applicant's name and surname as reference.

Acc name: Development fund account
 Account number: 62255688479
 Account type: Corporate cheque account
 Branch name: RMB Corporate Banking JHB a division of FNB
 Branch No: 255005
 REF: Store name or personal name

The proposed commencement of the franchise business by the Applicant shall be within 3 (three) months of receipt of the deposit, depending on site availability, and shall be subject to the payment of the balance of the franchise fee and the Applicant's entering into and executing a written franchise agreement.

Should the commencement of construction occur later than 3 months from signature hereof,

additional costs may be applicable as inflationary increases are imposed by third party suppliers. All applicants who make use of funding are advised to apply for a "buffer" amount should there be an increase in the price or additional costs associated with the build of the store and for working capital, that falls outside the set budget.

ROYALTIES AND MARKETING CONTRIBUTIONS PAYABLE

The Applicant will be liable for the payment of:

The Applicant will be liable for the payment of:

- 1. Royalty fees are 6% of Turnover Rental, payable to Maxi's and/or its authorised agents/representative in terms of the Franchise Agreement;
- 2. Marketing fee are 4% of Turnover Rental, payable to Maxi's and/or its authorised agents/representative in terms of the Franchise Agreement.

This Applicant's intention to purchase a Maxi's franchise outlet is subject to the following terms and conditions:

- 1. Maxi's has the right to accept or decline the Applicant, within its sole and absolute discretion.
- 2. The Applicant submitting to Maxi's all relevant financial and personal information necessary for Maxi's to assess the Applicant as a possible franchisee.
- 3. The Applicant authorising the Maxi's to conduct the necessary credit checks that may be required by the Maxi's, within its sole and absolute discretion. In the event that Maxi's accepts the Applicant as a franchisee, a standard formal and comprehensive Franchise Agreement will be entered into and the parties will be obligated to one another once the Franchise Agreement has been signed. Should Maxi's decline the Applicant as a franchisee, for any reason whatsoever,, or the relationship is terminated for any reason whatsoever How did you get to know Maxi's? which may have been incurred by Maxi's In such event, the deposit is to be paid to the following account:

Account Holder:

Bank:

Branch:

Branch Code:

Account Number:

Applicant name _____

Applicant Signature: _____

Applicant name _____

Applicant Signature: _____

Checklist of documentation to be submitted:

A Sole proprietor:

- 1) Complete application
- 2) *Full Fica*
 - a) ID copies (certified)
 - b) Recent Proof of Residence (Utility bill / affidavit) recently certified
 - c) Income Tax confirmation certificate
- 3) Three month's bank statements
- 4) Updated CV
- 5) Business plan / Motivation why you want to join the brand
- 6) Bond statement
- 7) Three month's payslips
- 8) ITC report not older than 3 months (all partners)

X

B Pty (Ltd) or other entity:

*(In the case of a company / entity, we require the full list of documents listed **above** for each member **as well as** the below for the entity)*

- 1) Complete application
- 2) *Full Fica*
 - a) ID copies (certified)
 - b) Full company documents
 - c) Recent Proof of Residence (Utility bill / affidavit) recently certified
 - d) Tax and Vat certificates
- 3) Three month's bank statements
- 4) Business profile
- 5) Business plan / Motivation why you want to join the brand
- 6) Bond statement/s
- 7) BEE Certificate / affidavit
- 8) ITC report not older than 3 months (all partners) & for the business

X

Please state the source of your funding

Funding amount:	
Funder:	
Cash:	
Source:	

I certify that the information contained in this application pack and all the supporting document is true and correct and that the franchisor is entitled to do all necessary due diligence checks including ITC's and Deed searches at my cost where I have not provided same as part of my application pack.

Please provide a copy of your own and your entity's ITC checks. You can secure one free credit report on yourself per year by registering on TransUnion, Financeman, Mycreditcheck, etc.

Name: _____
Date: _____

_____ Signature