

5 & DINER FRANCHISE APPLICATION Each owner, partner, member and shareholder associated with the purchase of the franchise must complete a Franchise Application.

How did you hear about us? _____

Personal Information

First Name _____ Middle Name _____ Last Name _____

Address _____ Apartment _____

City _____ State _____ Zip _____

Work Phone _____ Night Phone _____ Cell Phone _____

How long have you lived at this address? _____ Own Home Rent

Are you married? Yes No If yes, spouse's name _____

Spouse's Employer _____ Address _____ Phone number _____

Will you have other owners/partners? Yes No If yes, partner's names _____

Education/Employment/Business and Experience

High School _____ Graduation Date _____

College _____ Graduation Date _____

Graduate School _____ Graduation Date _____

Other _____

Your Employer _____ Type of Business _____ Position _____

Do you now, or have you ever, owned, managed, or had an interest in a restaurant? Yes No

If yes, please describe. _____

Will you have other owners/partners? Yes No If yes, partner's names _____

Assets and Liabilities

Estimated minimum income required for your current living expenses _____

Will the franchise be your sole source of income? _____

Total unencumbered liquid capital readily available for use in the franchise business (i.e. stocks, cash, bonds, mutual funds) _____

What is the source of this unencumbered liquid capital? _____

Total Tangible Assets (i.e. house, car, business, etc.) _____

Total Assets _____

Total Liabilities _____

Total Net Worth _____ **(\$250,000 Total Liquid Capital Required for Each New Unit)**

How do you anticipate financing the balance of the total initial investment? _____

Personal Information

Have you ever filed for bankruptcy protection? Yes No If yes, discharge date _____

Have you ever been convicted of a felony? Yes No

How many hours per week do you anticipate working in your 5 & Diner Restaurant? _____

In what city and state would you like to open your 5 & Diner Restaurant? _____

Would you be willing to consider other areas to open your restaurant? Yes No If yes, what areas? _____

How soon would you be prepared to open your 5 & Diner Restaurant? _____

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, list name of employer and family relationship _____

Are you a U.S. citizen? Yes No If no, what country? _____

I understand that if financing is required to open my 5 & Diner franchise, it is my sole responsibility to obtain the financing. Yes No

I agree that I must pass a 5 & Diner designated basic training program. Yes No

When would you be available to meet with 5 & Diner Representatives? _____

What questions would you like answered during your meeting with 5 & Diner Representatives? _____

Authorization

I hereby certify that the information supplied on this Franchisee Evaluation Form and other financial statements made by me are true and correct. I agree to have all information confirmed by 5 & Diner Franchise Corporation and I authorize 5 & Diner Franchise Corporation to conduct such additional credit checks as it deems necessary. I further understand that submission of this information does not obligate me to purchase or 5 & Diner Franchise Corporation to sell a franchise.

I understand that the acceptance of this Franchise Application by 5 & Diner Franchising Corporation or any of its affiliates (collectively "5 & Diner") does not constitute the grant of a franchise. I understand that 5 & Diner grants franchises only by executing written franchise agreements. By signing below, I authorize 5 & Diner and its assigns 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 5 & Diner make a complete and accurate disclosure of the nature and scope of such investigation. 5 & Diner 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 5 & Diner, and to 5 & Diner 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 5 & Diner 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 5 & Diner make a credit determination based on my creditworthiness combined with any co-applicants, I authorize 5 & Diner to discuss any derogatory credit items with such co-applicants. I understand that 5 & Diner 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 below.

Confidentiality And Non-disclosure Undertaking

The individual who has submitted this Franchise Application ("Applicant") has applied to become a franchisee of 5 & Diner Franchise Corporation and, in connection with the application process, may become privy to certain information regarding the business of 5 & Diner and its affiliates and its franchisees which 5 & Diner classifies and protects as confidential and proprietary (the "Information"). 5 & Diner 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 5 & Diner 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 5 & Diner 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 5 & Diner.
4. **Breach.** Any breach of any provision hereof will be theft of 5 & Diner trade secrets, and will cause irreparable harm and damage to 5 & Diner. 5 & Diner shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, 5 & Diner 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, 5 & Diner 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 State of Arizona. The parties agree that the exclusive venue for disputes between them shall be in the District Court for the City & County of Phoenix, Arizona, or the United States District Court for the District of Arizona, and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, such courts.
6. **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.

Authorization Granted

Signature _____ Date _____

Return completed application to:

5 & Diner Franchise Corp., 1140 E. Greenway, Suite 1, Mesa, AZ 85203
fax 480-962-0159 • office phone 480-962-7104