



AZKADENYA

Authentic Mediterranean Kitchen

FRANCHISE APPLICATION FORM

Name

Date

Please send your completed franchise application form to franchise@eatcanadainc.com



A Concept by EAT Canada Inc.
235 Queen Street West
Toronto, Ontario
M5V 1Z4
<https://www.azkadenya.ca>

FRANCHISE

All the information will be treated confidentially. This forms is not an agreement and does not bind EAT Canada Inc. nor the person herein mentioned in any way. Each partner shall fill in the present form.
(Please print or type)

PERSONAL INFORMATION

	Male	Female		
Name	<input type="text"/>		Occupation	<input type="text"/>
Address	<input type="text"/>			
City	<input type="text"/>	Prov.	<input type="text"/>	Postal Code <input type="text"/>
Home Phone	<input type="text"/>		Office Phone	<input type="text"/>
Date of Birth	<input type="text"/>	<input type="text"/>	<input type="text"/>	S.I.N. <input type="text"/>
	dd	mm	yy	Marital Status <input type="text"/>
Spouse's Name	<input type="text"/>		Occupation	<input type="text"/>
Have you personally, or any company in which you were a partner, declared bankruptcy?			Yes	No
Explain	<input type="text"/>			
Actual health status	Excellent	Good	Acceptable	Weak
Explain if Weak or Acceptable	<input type="text"/>			
Education Level	<input type="text"/>			
Degree(s) obtained	<input type="text"/>			
Spoken Language(s)	Excellent	Good	Acceptable	Weak
French				
English				
Other	<input type="text"/>			

GENERAL INFORMATION

How much capital do you want to invest?	<input type="text"/>	Do you have a financing source?	Yes	No
Do you have a partner?	Yes	No		
If yes, name of partner	<input type="text"/>			
Address	<input type="text"/>			
City	<input type="text"/>	Prov.	<input type="text"/>	Postal Code <input type="text"/>



BUSINESS EXPERIENCE

Name of present employer

Address

City Prov. Postal Code

Position or responsibilities

Duration of employment from to

Name of previous employer

Address

City Prov. Postal Code

Position or responsibilities

Duration of employment from to

Have you already owned or operated a business? Yes No

Which type of business? Please describe

BANKING INFORMATION

List all bank/trust company accounts in which you have accounts or credits.

Name and bank branch and/or trust	Balance of account	Loans	Due date
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>

ACCOUNTS, NOTES AND LOANS RECEIVABLE

Name and address of debtor	Amount	Loan type	Due date
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>



STOCKS, BONDS AND SECURITY

Value and Number	Description	Registered in the name of	Cost	Actual Market Value	Past Year Income

LIFE INSURANCE

Name of insured person	Name of beneficiary	Insurance Company	Type of policy	Book value	Amount borrowed on the policy

REAL ESTATE

All the rights and legal titles of any real estate listed below are completely owned by the undersigned

Purchase date	Description & address	Size	Improvements	Amount of mortgages	Installment date	Due date	Actual value



PERSONAL BALANCE SHEET

In date of

dd mm yy

Cash on hand unrestricted (section A)	\$
Accounts & loans receivable (section B)	\$
Stock, bonds & security (section C)	\$
Life insurance (indicate surrender value) (section D)	\$
Real estate (section E)	\$
Automobiles in your name	\$
Other assets (indicate)	\$
	\$
	\$
TOTAL ASSESTS (1)	\$

Notes payable (section A)	\$
Credit card balances	\$
Accounts & bills due	\$
Loans against insurance (section D)	\$
Real estate mortgages (section E)	\$
Other liabilities (indicate)	\$
	\$
TOTAL LIABILITIES (2)	\$
NET WORTH (3) (= (1) - (2))	\$
TOTAL LIABILITIES AND NET WORTH	\$

ANNUAL INCOME

Salary	\$
Bonus & commissions	\$
Dividends & interests	\$
Real estate income	\$
Other income (indicate)	\$
	\$
TOTAL	\$

CONTINGENT LIABILITIES

As endorser or guarantor	\$
On leases or contracts	\$
Legal claims	\$
Provisions for income tax	\$
Other liabilities	\$
	\$
TOTAL	\$



REFERENCES (OTHER THAN FAMILY)

	NAME/ADDRESS	KNOWN SINCE	TELEPHONE
1	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>

PREFERRED LOCATION(S)

First Area Choice

Second Area Choice

Third Area Choice

Are you willing to relocate? Yes No

DISCLOSURE

As an Applicant, you are exploring and considering the possibility of owning an Azkadenya Franchise and it is anticipated that EAT Canada Inc. and its authorized agents will disclose to you information that is proprietary and confidential related to our products and services, so you need to sign and date the attached Exhibit A before we can process your Application. I certify that the information contained in this Application is true and correct and agree to update this information if there are any changes. I understand that EAT Canada Inc. may, at any time, require that I sign an updated application or provide updated information. Furthermore, I agree with the terms of Exhibit A and have separately signed the Confidentiality and Non-Disclosure Agreement in that Exhibit.

The undersigned hereby certifies that the information given in the foregoing statement is true and accurate and that no unfavorable authorized to obtain such information as it may require concerning said statement, which at all times shall remain the property of EAT Canada Inc. personal and credit information from persons other than consumer reporting agencies. I hereby waive any responsibility from any person giving or receiving such information. It is understood that all information provided in this form and obtained pertaining to same will be treated confidentially by EAT Canada Inc.



PRIVACY POLICY

We understand the importance of the privacy of your personal information and the following is our policy in relation to the collection and use of your personal information:

1. We only collect the information you provide voluntarily. We will only collect other information about you with your consent.
2. We will use the information submitted in this Application to determine your suitability as an owner of a EAT Canada Inc. outlet and the rights to use the EAT Canada Inc. name.
3. We, and our agents, take reasonable steps to protect your personal information disclosed in this Application including holding it in confidence, preventing misuse, loss, unauthorized access, or modification.

NON-DISCLOSURE AGREEMENT (NDA)

As an Applicant, you are exploring and considering the possibility of owning an EAT Canada Inc. franchise and it is anticipated that EAT Canada Inc. and its authorized agents will disclose to you information that is proprietary and confidential related to our products and services, so you need to sign and date the attached Exhibit A before we can process your Application.

DECLARATION

I understand that the purpose of this Application is to help assess my suitability as an owner and operator of a EAT Canada Inc. franchise and the corresponding rights to use the trademarked EAT Canada Inc. name in commerce, and to indicate a preferred location for an outlet. It does not obligate either EAT Canada Inc., its agents or myself in any way whatsoever. This application does not constitute an offer to purchase or open an EAT Canada Inc. franchise at any location nor the grant of a franchise. I understand that EAT Canada Inc. grants franchises only by executing a written franchise agreement.

I understand that EAT Canada Inc. reserves the right to confirm the information in this Application, speak to references, and run a credit report and full background check at my expense (to the extent permitted by applicable laws).

I certify that the information contained in this Application is true and correct and agree to update this information if there are any changes. I understand that EAT Canada Inc. may, at any time, require that I sign an updated application or provide updated information. Furthermore, I agree with the terms of Exhibit A and have separately signed the Confidentiality and Non-Disclosure Agreement in that Exhibit.

I authorize EAT Canada Inc. and its affiliates (collectively "EAT Canada Inc." to rely on the information contained in this application and any supplemental information I might later provide in deciding whether to grant me a franchise. I certify that the information contained herein is true, correct and complete as of the date shown below. I authorize EAT Canada Inc. to conduct its own background and credit history checks using whatever resources it may be entitled under applicable law to use.



DECLARATION - CONTINUED

I authorize EAT Canada Inc. to start an investigative consumer report (including information as to my character, general reputation, personal characteristics and mode of living) and a credit investigation (including obtaining my credit report from its choice of credit reporting agencies. In accordance with the Privacy Act, Freedom of Information Act, Fair Credit Reporting Act and any similar federal, state or local law or regulation, I expressly authorize any past or present employer, law enforcement agency, credit reporting agency, collection agency, bank, brokerage and other financial institution, educational institution, creditor and supplier, and any other person who has knowledge of my character, work, business and educational experience, financial condition, criminal records or other information about me (whether or not contained in this application) to release information to and cooperate with EAT Canada Inc. in conducting such investigation. I release all persons from liability as a result of their release of true and accurate information in connection with EAT Canada Inc. investigation. I authorize the use of photocopied or faxed copies of my signature to obtain information in connection with EAT Canada Inc. review and investigation of my application. I understand that I have a right to request that EAT Canada Inc. disclose to me the nature and scope of its investigation and that, if my application is rejected because of information obtained from a consumer reporting agency, I might be entitled under the Fair Credit Reporting Act to the name of the agency or source of information. If I intend to own the EAT Canada Inc. franchise with other applicants whom I have identified to EAT Canada Inc., I authorize EAT Canada Inc. to discuss with such co-applicants any information (including any derogatory credit items) that might negatively affect its determination to grant the franchise.

I am aware of no facts, circumstances or events (actual or threatened) that I have not disclosed that might make the information contained herein or that I have otherwise provided to EAT Canada Inc. incorrect, incomplete or misleading. I agree to promptly notify EAT Canada Inc. of any material change in any of such information and of any events that might have a material impact on the truth, accuracy or completeness of such information. I understand that EAT Canada Inc. might require additional information in considering my application.

Date

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dd mm yy

Name

--

Signature

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I. Confidential Information. “Confidential Information” means any EAT Canada Inc., and its affiliates (collectively, “Azkadenya”) related information or materials created, developed and disclosed to the Applicant (“Recipient”) by EAT Canada Inc. or its agents, whether oral, audio, visual or written form, concerning the Azkadenya intellectual property including the brand, menu and recipes (“Products”), or the business and operations of Azkadenya including without limitation:

a. Any technical and business information relating to proprietary ideas, patentable idea and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure;

b. Other confidential and/or sensitive information which

(i) is disclosed as such in writing and marked as confidential (or with other similar designation at the disclosure; and/or
(ii) is disclosed in any other manner and identified as confidential at the time of disclosure;

time of

c. Any information gleaned from visits to the offices of any party hereto; and

d. Any discussions between the parties hereto or any involved third parties involving any Confidential Information.

2. Confidentiality and Use.

a. Standard of Care. Recipient will keep in confidence all Confidential Information that it received from EAT Canada Inc., using the same degree of care it uses to protect its own confidential or proprietary information, which degree may not be less than a reasonable standard of care.

b. Limitation on Use. All Confidential Information shall be kept secret and confidential and Recipient will not, directly or indirectly, use, modify, create derivative works of, copy, publish, post, upload, download, license, disseminate, distribute, show, reveal or disclose the Confidential Information to any individual or entity (other than the Recipient’s members, managers, owners, officer employees, agents, representatives and professional advisors (individually and collectively, “authorized recipients”) who have a need to know in connection with evaluating the purchase of the rights to use and distribute the Products, but only to the extent of that need. Recipient shall take affirmative measures to ensure compliance with these confidentiality obligations by its authorized recipients.

c. Materials. Recipient shall not scan, photocopy or reproduce any portion of the Confidential Information and, upon completion of its review for the purpose of the business discussions, will return to EAT Canada Inc. the Confidential Information and all materials related thereto, including all tangible embodiments, electronic and paper documents, copies and summaries thereof. All Confidential Information must be returned to EAT Canada Inc. on its demand.

3. Exclusions. The obligations imposed by this NDA do not apply with respect to Confidential Information that:

- (a) was possessed before receipt;
- (b) is or comes into the public domain through no fault of the Recipient;
- (c) is rightfully received from a third party not owing a duty of confidentiality; or
- (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of EAT CANADA Inc., but only to the extent of such authorization.

4. Injunctive Relief. It is hereby understood and agreed that damages would be an inadequate remedy in the event of a breach by Recipient of this NDA and that any such breach by Recipient would cause significant and irreparable harm and damage. Accordingly, Recipient agrees that EAT Canada Inc. will be entitled, without waiving any additional rights or remedies otherwise available to EAT Canada Inc. at law or in equity, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Recipient of this NDA.

5. No Commitment of Business. Neither party has any obligation under this NDA to purchase and services, goods or intangibles from the other Party. Furthermore, both parties acknowledge and agree that the exchange of information under this NDA shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), not shall the exchange of information be construed as an inducement to act or not act in any given manner.

6. Indemnity. Each party agrees to indemnify the other party for any loss or damage, excluding lost profits and consequential, punitive, exemplary or incidental damages, suffered as a result of the breach by such Party of the terms of this NDA, including any reasonably legal fees incurred by the other Party in the collection of such indemnity.

7. Miscellaneous. This NDA constitutes the entire agreement between the parties concerning the disclosure of Confidential Information and superseded and prior agreements, understanding, or representations with respect thereto. Any addition or modification to this Agreement shall be made in writing and signed by Recipient and EAT Canada Inc.. This NDA is binding upon the Recipient and its permitted successors and assigns. Any failure or delay by either Party in exercising its rights under this NDA is not a waiver of any rights. In case any provision of this NDA is declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this NDA, and this NDA shall be construed as if such provision had not been contained herein, provided that such provision shall be limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability. Governing Law & Venue. This NDA is made under and shall be construed in accordance to the laws of the Province of Ontario, Canada, without reference to the conflict of laws principles. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction) suit under this NDA shall be brought in a court of competent jurisdiction in Toronto, Ontario, Canada.



EXHIBIT A - NON DISCLOSURE AGREEMENT

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The signatures required for execution may be transmitted to the other Party via facsimile or a scanned pdf file sent via electronic mail and such signature shall be deemed a duplicate original, shall be effective upon receipt by the other Party, may be admitted in evidence and shall fully bind the Party and person making such signature.

Signed this: _____ day of _____, 20_____

SIGNATURE OF RECIPIENT

PRINT NAME OF RECIPIENT

EAT Canada Inc.

By: _____

