



3235 14th Avenue, Markham, ON L3R 0H3; Tel: 905-695-2614; Email: admin@freshlysqueezed.ca

FRANCHISEE INFORMATION FORM

A. PERSONAL INFORMATION

First Name:	Last Name:
Residence:	Home Phone:
Fax Number:	Email Address:
City: Province:	Postal Code:
Driver's License:	S.I.N.
Name of Spouse:	Spouse's S.I.N.:
Have you or any company with which you were associated ever been bankrupt?	Yes <input type="checkbox"/> No <input type="checkbox"/>

B. BUSINESS EXPERIENCE – CURRICULUM VITAE

Most Recent Employer: _____
 Position/Title: _____
 Address of Employer: _____
 Reported to: _____ Business Phone: _____ Ext. _____
 Self Employed?: Yes No If Yes, how long were you self-employed?

Applicant's Business Experience:

DATES (most recent first)	COMPANY	POSITION/TITLE
1. From: _____ to _____	_____	_____
Description of Role:		
2. From: _____ to _____	_____	_____
Description of Role:		
3. From: _____ to _____	_____	_____
Description of Role:		

C. EDUCATION

Circle last year of school completed: High School (1 - 2 - 3 - 4) University (1 - 2 - 3 - 4) Post Graduate: _____

Name of High School and/or University: _____
Degree: _____

Describe any training in sales, management, or retailing:

D. BUSINESS AND MANAGEMENT

Do you have restaurant management experience? Yes No

If yes, explain _____

Have you ever been a franchisee of any other company? Yes No

If so, what company and dates? _____

Do you plan to be the full-time operator/manager of this business? Yes No

If not, have you identified a vested operating partner? _____

What in your background or experience qualifies you to become a Freshly Squeezed™ franchisee?

Are you interested in multi-unit development? Yes No

How will Freshly Squeezed™ franchise help you in achieving your business and personal goals?

Do you plan to have equity partners? Yes No

If yes, please identify all partners:

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Active in Business?</u>

Planned date to open first unit: _____

E. SITE INFORMATION

Do you own a site? Yes No

Location Preferred:

First Choice Address _____ City _____ Province _____

Second Choice Address _____ City _____ Province _____

F. PRELIMINARY FINANCIAL DISCLOSURE

Liquid Assets (Cash) Available for this Project: \$ _____ *

* Complete attached **SECTION H: Personal Financial Information**

G. OTHER INFORMATION

How did you become aware of this franchise opportunity?

Magazine

Freshly Squeezed™ Visit

Trade Show

Internet

Referral

Other _____

Additional information or comments that you might like to share with us in evaluating your consideration for a franchise:

Do you plan on operating this business through a company? *Yes No

*If yes, please provide a copy of your company's Articles of Incorporation

H. PERSONAL FINANCIAL STATEMENT

ANNUAL FAMILY INCOME	\$
Salary	
Bonus and commissions	
Spouse's salary	
Real estate income	
Dividends	
Other income	
TOTAL \$	0

ASSETS (nearest 000's)		LIABILITIES (nearest 000's)		
Cash on hand and in banks	\$	Notes payable (complete Schedule No. 2)	\$	
Securities (complete Schedule No. 1)		Accounts and bills due and payable		
Accounts and notes receivable due from relatives and friends		Other unpaid taxes and interest		
Sub-total	\$ 0	Sub-total	\$ 0	
Real estate owned		Real estate mortgages payable		
Automobiles and other personal property		Other debts		
Other assets		TOTAL LIABILITIES	\$ 0	
		NET WORTH	\$ 0	
TOTAL ASSETS	\$ 0	TOTAL LIABILITIES & NET WORTH	\$	

The Applicant hereby submits this application for a Franchise and represents and warrants that all information set forth herein is true and correct. The Applicant hereby authorizes Freshly Squeezed Franchise Juice Corporation to obtain the Applicant's consumer credit report and to exchange or receive personal information about the Applicant with any personal information agent or agency towards establishing or verifying the financial standing of the Applicant in regards to purchasing a franchised business. The Applicant agrees that in the event the Applicant purchases a franchise, this application shall form part of the Applicant's documentation and may be submitted to a landlord as part of the landlord's credit verification process. It is understood by all parties that the Applicant is under no obligation whatsoever to purchase a Franchised Business and that Freshly Squeezed is under no obligation to provide a Franchise Business or Disclosure Document to the applicant. Subject to the limitations set out above, the information contained herein will remain confidential, not to be disclosed to another party without written permission from the Applicant, except as stated herein

DATED AT _____ this _____ day of _____, 20____.

SIGNATURE of Applicant: _____

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made as of the _____ day of _____, _____, by and between FRESHLY SQUEEZED FRANCHISE JUICE CORPORATION (the “Franchisor”), and _____ (the “Prospective Franchisee”).
PRINT YOUR NAME

WHEREAS, the in order to facilitate a possible transaction between the Franchisor and the Prospective Franchisee (the "Parties" or individually, a "Party"), certain confidential information (as such term is hereinafter defined) may be disclosed or made available by the Franchisor to the Prospective Franchisee by way of, among other things, a Franchise Disclosure Document (the receipt of which is acknowledge by the Prospective Franchisee);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound, the Parties hereby agree as follows:

1. **Confidential Information.** Confidential Information shall mean all information of the Franchisor, whether written or oral, that is or may be disclosed or made available to the Prospective Franchisee. The Parties hereby agree that Confidential Information includes items and materials disclosed by the Franchisor or its “Affiliates” to the Prospective Franchisee or its “Affiliates”. For purposes of this Agreement, Affiliates of a Party shall mean any person or entity that directly or indirectly, through one or more intermediaries, is controlled by, controlled or is under common control with such Party. The Confidential Information can appear in many forms including, but not limited to, the Disclosure Document, any financial information or business background of the Franchisor, proposals, business plans, digital or written presentations, marketing materials, lists, maps, blueprints, legal documents, reports, handwritten notes, drawings, e-mails, on display screens or in computer memory storage devices and media. With respect to the Parties or their Affiliates, Confidential Information includes, without limitation contracts and agreements between the Franchisor and other parties, as well as :
 - (a) pricing and other financial terms, including, without limitation, quotes, charges and fees;
 - (b) the identities and other related information of commercial partners (including peering partners), joint venturers, agents, subcontractors, vendors, customers or clients;
 - (c) information or data related to systems, equipment, operations, policies, procedures or techniques; and
 - (d) information or data related to trade secrets, know-how, inventions, internal controls, computer or data processing programs, source code, algorithms, routines, subroutines, or methodologies of a Party, their Affiliates, customers, subcontractors or vendors.
2. **Confidentiality.** Except as specifically permitted by the terms of this Agreement, the Prospective Franchisee agrees not to disclose to any persons or entity for a period of two (2) years after the date of disclosure any Confidential Information furnished by the Franchisor or its Affiliates to Prospective Franchisee or its Affiliates for the purposes of the contemplated transaction between them. The Prospective Franchisee shall:

- (a) treat the Confidential Information as a trade secret and sole property of the Franchisor;
 - (b) hold the Confidential Information in trust for the Franchisor and use the same degree of care to protect the secrecy or confidentiality of the Confidential Information as it uses to protect its own confidential and proprietary information, but in all events at least a reasonable degree of care; and
 - (c) restrict internal access to and use of the Confidential Information to those employees and officers of the Prospective Franchisee's organization who have a need to know the Confidential Information in order to fulfill the purpose of which the Confidential Information was disclosed.
3. **Conditions.** Confidential Information shall not include any information:
 - (a) which becomes generally available to the public through no wrongful act of the Prospective Franchisee;
 - (d) which is received from a third party without restriction and without breach of this Agreement; or
 - (e) which is independently developed by the Prospective Franchisee and demonstrated by its contemporaneous business records.
4. **Compelled Disclosure.** The Prospective Franchisee may disclose Confidential Information in a legal proceeding or pursuant to a binding order of a court or government agency provided that the Prospective Franchisee provides the Franchisor with notice and copy of such order prior to any such disclosure to enable the Franchisor, and at the Franchisor's request, reasonably assist the Franchisor in challenging such order and/or obtaining protective relief therefrom.
5. **Limitations.** Confidential Information exchanged between the Parties is considered loaned for use solely in connection with the possible transaction. Upon written request of the Franchisor, the Prospective Franchisee shall promptly return the original and all copies of all Confidential Information or any part thereof to the Franchisor or certify to the Franchisor that the Confidential Information has been destroyed. No representation or warranty is made or implied with respect to any Confidential Information by the Franchisor. This Agreement shall not be construed as granting or conferring any rights, by license or otherwise, in any Confidential Information disclosed hereunder.
6. **Obligations.** Any disclosure of Confidential Information made by Franchisor under this Agreement shall not obligate Franchisor to provide any additional Confidential Information. In addition, neither the disclosure of Confidential Information nor any other fact or circumstance in connection with this Agreement will in any way obligate either Party to proceed further with or enter into the contemplated transaction or any other or further agreement with the other Party.
7. **Remedies.** In the event of a breach of any of the foregoing provisions, the Parties agree that the harm suffered by Franchisor would not be compensable by monetary damages alone and, accordingly, that Franchisor shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach. No public announcement or disclosure may be made by the Prospective Franchisee concerning this Agreement or the related discussions without the prior written approval of the Franchisor.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to Confidential Information and supersedes any and all prior or contemporaneous oral or written representations relating thereto. No agent, employee, or representative of either Party has any authority to bind such party to any affirmation, representation or warranty and, unless such is specifically included within this Agreement, it shall not be enforceable by the other Party hereto.
9. **Not a Franchise Agreement.** The Parties agree that this Agreement is not a “franchise agreement” as defined in section 1.1(1) of the *Arthur Wishart Act (Franchise Disclosure)*, 2000, R.S.O 2000, Chapter 3 (the “Act”), and that this Agreement is not an agreement “relating to the franchise” as that term is used in section 5(1)(a) of the Act. The parties further agree to interpret section 5(1) of the Act, together with any related provision, consistent with the foregoing, in order to give effect to this Agreement and permit its enforceability in accordance with the terms of this Agreement.
10. **Notices.** Any notices required by this Agreement shall be in writing and shall be given in hand or sent by first class mail or by courier service or by facsimile transmission which confirms receipt of such transmission, to the applicable address or fax numbers noted in the initial paragraph.
11. **Non-Competition.** In consideration of being given access to the Confidential Information, Prospective Franchisee covenants and undertakes that:
 - a. Prospective Franchisee shall not, for a period of two (2) years from the date of the Confidential Information is returned to Vendor (“Non-Competition Period”), individually, in partnership, through a corporation, joint venture, or any other legal entity whatsoever or in conjunction with any person as principal, agent, employer, employee, shareholder, or in any manner carry on or engage in or be concerned with or interested in, advise, lend money to, guarantee the debt obligations of any person, partnership or corporation or other legal entity whatsoever engaged in or concerned with or interested in any business similar to or competitive with the Franchisor’s business in the Province of Ontario;
 - b. Prospective Franchisee confirms and acknowledges that should the Prospective Franchisee contravene the non-competition undertaking as set forth herein, it would result in serious and irreparable damage to Vendor which would be actionable and for which injunctive relief would be appropriate and available. Purchaser further undertakes and covenants that in the event of a breach or contravention by him of the non-competition undertaking, that the Franchisor, without limiting the rights to any other recourse, shall be entitled to receive from Prospective Franchisee as liquidated damages the sum of ONE THOUSAND DOLLARS (\$1,000.00) Canadian per day until the breach of Prospective Franchisee has been remedied.
12. **Governing Law.** This agreement shall be governed by the laws of the province of Ontario
13. **Counterparts.** This agreement may be signed and delivered by fax or emailed in “pdf” format, in counterparts, and each counterpart shall be deemed to form one document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

(Signature of Prospective Franchisee)
Name (Print): _____

Witness (SIGNATURE): _____

WITNESS NAME (PRINT): _____

AND

FRESHLY SQUEEZED FRANCHISE JUICE CORPORATION
(THE "FRANCHISOR")

Per: _____