

QUESADA FRANCHISE APPLICATION

PERSONAL INFORMATION

FIRST NAME _____ MIDDLE NAME _____ FAMILY NAME _____
STREET ADDRESS _____
MUNICIPALITY _____ PROVINCE _____ POSTAL CODE _____
SIN _____ BIRTHDATE (MMDDYYYY) _____ EMAIL ADDRESS _____
HOME PH (_____) _____ MOBILE PH (_____) _____ WORK PH (_____) _____
If yes, first and last name of spouse _____
Are you married? Yes No

Will you have other partners, shareholders or associates either active or silent? Yes No

* All partners, associates and shareholders must fill out separate applications.

EMPLOYMENT: Are you currently: EMPLOYED SELF-EMPLOYED
UNEMPLOYED RETIRED
NAME OF EMPLOYER _____ POSITION _____ TYPE OF BUSINESS _____

* If you are self employed please fill out your own company name, your position and type of business

FINANCIAL INFORMATION: Must have a minimum of \$50,000 cash to qualify.

A . 0 0 (A) Total liquidity, cash and short term convertible financial instruments
B . 0 0 (B) Total non-cash assets: home, real estate, stocks, bonds, etc.
C . 0 0 (C) TOTAL A + B
D . 0 0 (D) Total debt: Credit cards, mortgages, line of credit, personal debt, etc.
E . 0 0 (E) NET WORTH = (C) minus (D)

- 1 Are you a Canadian citizen? YES NO
2 If no, what is your legal status? _____
3 Have you ever made a settlement in bankruptcy or declared bankruptcy? YES NO
4 If yes date of discharge? Year: _____
5 Have you ever been found guilty of a criminal offense? YES NO
6 Are you or any member of your immediate family an owner or partner in a multiple unit quick service restaurant? YES NO
7 If yes what is the brand name? _____
8 I understand that if financing is required to open my Quesada Mexican Grill it is my sole responsibility to obtain the financing? YES NO
9 I acknowledge that I may be obliged to pass a mathematical and language proficiency test? YES NO

I understand that the acceptance of this Franchise Application by Quesada Franchising of Canada Corp. or any of its affiliates (collectively "Quesada") does not constitute the grant of a franchise. I understand that Quesada grants franchises only by executing written franchise agreements. Furthermore, no investigative consumer report or other inquiries will be made until the applicant indicates a serious interest and intent to purchase a franchise. I warrant that all information provided is true and accurate. I understand that Quesada 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 and Non-Disclosure provisions which appear on the reverse side of this application. I understand that information I submit to Quesada or obtained by Quesada pursuant hereto will be maintained and used in accordance with the Quesada's Privacy Policy. Upon my request, Quesada will provide me with a copy of its Privacy Policy. In the event that this application is declined or that the applicant decides not to pursue a franchise purchase opportunity this application will be destroyed.

_____/_____/_____
DATE: DD/MM/YYYY PRINT NAME SIGNATURE

QUESADA CONFIDENTIALITY AND NON-DISCLOSURE

The individual who has signed the application attached hereof ("Applicant") has applied to become a franchisee of Quesada Franchising of Canada Corp. ("Quesada") and, in connection with the application process, may become privy to certain information regarding the business of Quesada and its franchisees which Quesada classifies and protects as confidential and proprietary (the "Information"). Quesada 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 Quesada'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 Quesada within ten (10) days of written request, 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 Quesada.
4. Breach. Any breach of any provision hereof will be theft of Quesada trade secrets, and will cause irreparable harm and damage to Quesada. Quesada shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, Quesada 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, Quesada 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 Ontario. The parties agree that the exclusive venue for disputes between them shall be in the City of Toronto and the parties each waive any objection they may have to the personal jurisdiction of, or venue in, these 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.

Return this application to:

QUESADA FRANCHISING OF CANADA CORP.
Corporate Office
11 Niagara St., Unit #28
Toronto, Ontario
M5V 3N9
Toll Free: 1-866-854-2400
Fax: 416-849-2257
Email: franchising@quesada.ca