



PRIVACY POLICY FOR FRANCHISEES

Protecting the accuracy, confidentiality and security of your personal information has always been fundamental to the way we do business at OPA! Souvlaki Franchise Group Inc. This Privacy Policy describes the personal information that OPA! Souvlaki Franchise Group Inc. collects from or about you, how we use and to whom we may disclose that information.

We strive to provide you with the best customer service in our mission to be the best Fast Casual Greek Food in the world. To us, that includes treating you fairly and with respect. OPA! Souvlaki Franchise Group Inc. will take reasonable steps to protect your personal information in accordance with this Privacy Policy and applicable law. This Privacy Policy applies to the personal information of franchisees of OPA! Souvlaki Franchise Group Inc. and/or individuals seeking to be potential franchisees of OPA! Souvlaki Franchise Group Inc.

If you are unsure of whether this Privacy Policy applies to you, please contact our Privacy Manager for more information.

Privacy Policy Effective for Canada

It is OPA! Souvlaki Franchise Group Inc.'s policy to comply with the privacy legislation within each jurisdiction in which we operate. Sometimes the privacy legislation and / or an individual's right to privacy are different from one jurisdiction to another. This Privacy Policy covers only those activities that are subject to the provisions of Canada's federal and provincial privacy laws, as applicable.

This Privacy Policy has a limited scope and application. Consequently, the rights and obligations contained in this Privacy Policy may not be available to all individuals or in all jurisdictions. If you are unsure if or how this Privacy Policy applies to you, please contact our Privacy Officer for more information.

What is Personal Information?

For the purposes of this Privacy Policy, "Personal Information" is any information about an identifiable individual, other than the person's business title or business contact information when used or disclosed for the purpose of business communications.

What Personal Information do we collect?

OPA! Souvlaki Franchise Group Inc. collects and maintains various types of personal information including:

- contact and identification information, such as your name, address, telephone number and e-mail address;
- qualification information such as your formal education and training qualifying you to be a franchisee and personal and employment references;
- credit and financial information such as your employment history, income sources, assets, liabilities, credit history and payment preferences;
- product and service related information concerning the products and services that we provide to, or receive from, you; and
- business relationship information, including feed-back and information requested by or provided by or to you.

We may also collect market-related information, which may include personal information, concerning market trends and activities impacting our business. This information may include contract terms, financial information and other information for the purpose of market analysis and strategic planning. We may also collect information related to our media, investor and public relations activities and information related to our interactions with financial and other analysts and advisors.

How do we collect Personal Information?

As a general rule, OPA! Souvlaki Franchise Group Inc. collects personal information directly from you (for example through a confidential questionnaire for potential franchisees, over the telephone, or via facsimile). In most circumstances where the personal information that we collect about you is held by a third party, we will obtain your permission before we seek out this information from such sources (such permission may be given directly by you, or implied from your actions).

From time to time, we may utilize the services of third parties in our business and may also receive personal information collected by those third parties in the course of the performance of their services for us or otherwise. Where this is the case, we will take reasonable steps to ensure that such third parties have represented to us that they have the right to disclose your personal information to us.

By providing us with personal or employer references, you consent to OPA! Souvlaki Franchise Group contacting these references, and you further consent to OPA! Souvlaki Franchise Group using Personal Information about you obtained from such persons for the purposes of assessing your eligibility to become an OPA! Souvlaki Franchise Group Inc. franchisee.

Where permitted or required by applicable law or regulatory requirements, we may collect information about you without your knowledge or consent.

With your written consent, we may do a credit check on you in order to assess your creditworthiness.

How do we use Personal Information?

OPA! Souvlaki Franchise Group Inc. may use the Personal Information you provide for the purposes set out in this Privacy Policy, including:

- to establish your eligibility to be an OPA! Souvlaki Franchise Group Inc. franchisee (including verification of references and assessing your creditworthiness);
- to communicate with you;
- to respond to queries or complaints;
- to better understand your needs and comply with your requests;
- to develop and advance the business systems of OPA! Souvlaki Franchise Group Inc. and to ensure better customer satisfaction ;
- to manage and, if necessary, terminate the franchise relationship with you;
- to comply with your requests;
- to protect OPA! Souvlaki Franchise Group Inc. against error, fraud, theft and damage to our goods and property, including to verify your identity;
- to enable us to comply with applicable law or regulatory processes;
- to investigate and adjudicate any dispute or claim which relates to the products or services that we offer to you; and
- for any other reasonable purpose to which you consent.

We may use or disclose your personal information without your knowledge or consent where we are permitted or required by applicable law or regulatory requirements to do so.

When and How do we disclose your Personal Information?

We may share your personal information with our employees, contractors, consultants and other parties who require such information to assist us with managing our relationship with you, including third parties that assist OPA! Souvlaki Franchise Group Inc. in the provision of services to you and third parties whose services we use to conduct our business.

In addition, personal information may be disclosed or transferred to another party during the course of, or completion of, a change in ownership of or the grant of a security interest in, all or a part of OPA! Souvlaki Franchise Group Inc. or its affiliates through, for example, an asset or share sale, or some other form of business combination, merger or joint venture, provided that such party is bound by appropriate agreements or obligations and required to use or disclose your personal information in a manner consistent with the use and disclosure provisions of this Privacy Policy, unless you consent otherwise.

Further, your personal information may be disclosed:

- as permitted or required by applicable law or regulatory requirements;
- to comply with valid legal processes such as search warrants, subpoenas or court orders;
- as part of OPA! Souvlaki Franchise Group's regular reporting activities to its affiliates;
- to protect the rights and property of OPA! Souvlaki Franchise Group;
- during emergency situations or where necessary to protect the safety of a person or group;
- where the personal information is publicly available; or
- with your consent.

How do you consent?

It is important to us that we collect, use or disclose your Personal Information where we have your consent to do so. Depending on the sensitivity of the personal information, your consent may be implied, deemed (using an opt-out mechanism) or express. Express consent can be given orally, electronically or in writing. Implied consent is consent that can reasonably be inferred from your action or inaction. For example, when you enter into an agreement with us, we will assume your consent to the collection, use and disclosure of your Personal Information for purposes related to the performance of that agreement and for any other purposes identified to you at the relevant time.

Typically, we will seek your consent at the time that we collect your Personal Information. In certain circumstances, your consent may be obtained after collection but prior to our use or disclosure of your Personal Information. If we plan to use or disclose your Personal Information for a purpose not previously identified (either in this Privacy Policy or separately), we will endeavor to advise you of that purpose before such use or disclosure.

As described above, by providing us with personal or employer references, you consent to OPA! Souvlaki Franchise Group contacting these references, and you further consent to OPA! Souvlaki Franchise Group using Personal Information about you obtained from such persons for the purposes of assessing your eligibility to become an OPA! Souvlaki Franchise Group Inc. franchisee.

As we have described above, we may collect, use or disclose your Personal Information without your knowledge or consent where we are permitted or required to do so by applicable law or regulatory requirements.

You may change or withdraw your consent at any time, subject to legal or contractual obligations and reasonable notice, by contacting our Privacy Manager using the contact information set out below. All communications with respect to such withdrawal or variation of consent should be in writing and addressed to our Privacy Manager.

We assume that, unless you advise us otherwise, you have consented to the collection, use and disclosure of your personal information as explained in this Privacy Policy.

If you have submitted Personal Information to us and wish to withdraw your consent to its retention, use or disclosure, please send an email to Privacy Manager at mandrews@opasouvlaki.ca or write to Privacy Manager, OPA! Souvlaki Franchise Group Inc. 618, 7015 Macleod Trail S.W., Calgary, AB T2H 2K6 .

How do we protect your Personal Information?

We endeavour to protect your information with appropriate safeguards and security measures including physical, technological and organizational procedures designed to protect the integrity and security of your Personal Information that are appropriate to the nature, sensitivity and format of such Personal Information. These safeguards are designed to prevent your personal information from loss and unauthorized access, copying, use, modification or disclosure.

How can you Correct or Access Your Personal Information?

It is important that the information contained in our records is both accurate and current. If your Personal Information happens to change during the course of our relationship, please contact our Privacy Manager using the contact information below.

In some circumstances we may not agree with your request to change your personal information and will instead append an alternative text to the record in question.

You can ask to see your Personal Information. If you want to review, verify or correct your Personal Information, please contact our Privacy Manager. Please note that any such communication must be in writing.

When requesting access to your Personal Information, please note that we may request specific information from you to enable us to confirm your identity and right to access, as well as to search for and provide you with the Personal Information that we hold about you. Where permitted to do so by law, we may charge you a fee to access your personal information; however, we will advise you of any fee in advance. If you require assistance in preparing your request, please contact the office of our Privacy Manager.

Your right to access the Personal Information that we hold about you is not absolute. There are instances where applicable law or regulatory requirements allow or require us to refuse to provide some or all of the Personal Information that we hold about you. In addition, the Personal Information may have been destroyed, erased or made anonymous in accordance with our record retention obligations and practices.

In the event that we cannot provide you with access to your Personal Information, we will endeavor to inform you of the reasons why, subject to any legal or regulatory restrictions.

Any requests to correct or access Personal Information should be sent to our Privacy Manager in writing at the following address:

OPA! Souvlaki Franchise Group Inc.
Attention: Privacy Manager
618, 7015 Macleod Trail S.W.
Calgary, AB T2H 2K6

Changes to this Privacy Policy

OPA! Souvlaki Franchise Group Inc. reserves the right to change this Privacy Policy from time to time to address the changing needs of our business and/or ensure compliance with applicable privacy laws. We will post any revised version of this Privacy Policy on our website www.opasouvlaki.ca and we encourage you to refer back to it on a regular basis. This Privacy Policy was last updated on February 21, 2008.

If you have any inquiries, complaints, questions or requests regarding this Privacy Policy, please send an email to: mandrews@opasouvlaki.ca or write to Privacy Manager, OPA! Souvlaki Franchise Group Inc. 618, 7015 Macleod Trail S.W., Calgary, AB T2H 2K6.

We will endeavor to answer your questions and advise you of any steps taken to address the issues raised by you. If you remain dissatisfied with our response, you may be entitled to make a written submission to the Privacy Commissioner in your jurisdiction.

Interpretation of this Privacy Policy

Any interpretation associated with this Privacy Policy will be made by our Privacy Manager. This Privacy Policy includes examples but is not intended to be restricted in its application to such examples, therefore where the word 'including' is used, it shall mean 'including without limitation'.

This Privacy Policy does not create or confer upon any individual any rights, or impose upon OPA! Souvlaki Franchise Group any obligations outside of, or in addition to, any obligations imposed by Canada's federal and provincial privacy laws, as applicable. Should there be, in a specific case, any inconsistency between this Privacy Policy and Canada's federal and provincial privacy laws, as applicable, this Privacy Policy shall be interpreted, in respect of that case, to give effect to, and comply with, such privacy laws.



CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

The individual who has signed the application attached hereof ("Applicant") has applied to become a franchisee of OPA!Souvlaki Franchise Group Inc. ("OPA") and in connection with the application process, may become privy to certain information regarding the business of OPA and their subsidiaries and affiliates and their franchisees which OPA 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, for an indefinite period, maintain as confidential all information disclosed to it by OPA. Applicant shall not, directly or indirectly, disclose any such information to any third party without OPA'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.** 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 OPA and Applicant shall, upon the request of OPA, immediately return all information disclosed to it by OPA.
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 OPA.
4. **Breach.** Any breach of any provision hereof will be theft of OPA trade secrets, and will cause irreparable harm and damage to OPA. OPA shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, OPA 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, OPA shall be entitled to reasonable attorney's fees and costs.
5. **Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding reference to conflicts of laws principles. The parties agree that the exclusive venue for disputes between them shall be in the Provincial Court of Alberta, and the parties each waive any objection they may have to the personal jurisdiction of or venue in such courts.

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.

This Franchise Application is kept confidential and neither party is bound in any way by its submission and must be completed in full and returned to receive further contact and information from OPA! Franchise Group Inc. Please type or print clearly and attach additional documents or schedules, if necessary, to provide full disclosure.

Date: _____

PERSONAL INFORMATION

Name: _____ **Social Insurance No.** ____/____/____

Address: _____ **Unit #** _____

City: _____ **Province:** _____ **Postal Code:** _____

Res Tel: (____) ____ - ____ **Bus Tel:** (____) ____ - ____ **Cell No:** (____) ____ - ____

Fax No: (____) ____ - ____ **E-mail Address:** _____

Date of birth: _____ **Marital status:** _____ **No. of dependents:** _____

Spouse's name: _____ **Spouse's occupation:** _____

Country of citizenship: _____ **Place of permanent residency:** _____

Have you ever been convicted of a criminal offence or have any criminal charge pending or being appealed, or are you under indictment? Yes (___) No (___) If yes, please state details: _____

BUSINESS INTEREST

How did you become interested in an OPA! Souvlaki franchise and why? _____

Have you ever owned or had an interest in any operation within the food service industry? Yes (___) No (___) if yes, please give details: _____

Have you ever been involved in any litigation or arbitration/mediation with respect to your previous business history? Yes (___) No (___) If yes, please explain: _____

What percent of the business will you own? ___% Will you work in the business full time? Yes (___) No (___)

If no, please explain: _____

Who will be responsible for the day-to-day operations? _____

Will you have a business partner? Yes (___) No (___) if yes, please give name of each partner:

1) _____

2) _____



Fax your application to (403)271-4236

www.opafranchise.com

LOCATION PREFERENCES

1st Preference: _____
Location City Province

2nd Preference: _____
Location City Province

Would you be willing to relocate in order to obtain an OPA! Souvlaki franchise? Yes () No ()

EMPLOYMENT HISTORY (Give present or most recent position first)

Please give present or last position first. May we contact your present employer? Yes () No ()

Name of Firm: _____

Address: _____

Type of business: _____ Employed from: _____ to _____

Supervisor: _____ Telephone: (____) ____ - _____

Position: _____ Annual Compensation: \$ _____

Duties and Responsibilities: _____

Name of Firm: _____

Address: _____

Type of business: _____ Employed from: _____ to _____

Supervisor: _____ Telephone: (____) ____ - _____

Position: _____ Annual Compensation: \$ _____

Duties and Responsibilities: _____

Have you ever worked within the food service industry? Yes () No () if yes, when & where? _____

Describe any training in sales, management or retailing: _____

Have you ever been self-employed? Yes () No () if yes, explain _____

EDUCATIONAL BACKGROUND (circle last year of school completed)

High School 9 10 11 12 College 1 2 3 4

Post - graduate 1 2 3 4 Majors & Degree(s) _____



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PERSONAL FINANCIAL STATEMENT

ASSETS

<i>Cash on hand and unrestricted in the bank</i>	\$ _____
<i>Vested profit sharing/pension</i>	\$ _____
<i>Listed stocks/bonds/debentures</i>	\$ _____
<i>Notes/accounts/mortgage receivable</i>	\$ _____
<i>Real Estate</i>	\$ _____
<i>Other assets</i>	\$ _____
Total Assets	\$ _____

LIABILITIES

<i>Accounts/Credit cards payable</i>	\$ _____
<i>Notes/Loans payable to banks, unsecured</i>	\$ _____
<i>Notes/Loans payable to banks, secured.</i>	\$ _____
<i>Notes payable to others, secured and unsecured</i>	\$ _____
<i>Mortgages payable on Real Estate</i>	\$ _____
<i>Taxes and assessments payable</i>	\$ _____
<i>Other liabilities</i>	\$ _____
Total Liabilities	\$ _____

NET WORTH

Net Worth (Total Assets - Total Liabilities)	\$ _____
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SOURCE OF INCOME

<i>Salary</i>	\$ _____
<i>Bonus</i>	\$ _____
<i>Dividends/Interest</i>	\$ _____
<i>Real Estate income</i>	\$ _____
<i>Business profits</i>	\$ _____
<i>Spousal income</i>	\$ _____
Total Income	\$ _____

How will you finance this business venture? Cash \$ _____ Loan \$ _____

What is the source of this Cash? _____

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