**FRANCHISE AGREEMENT**

This Franchise Agreement ("Agreement") is made and effective this [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Franchisor"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [FRANCHISEE NAME]** (the "Franchisee"), an individual with his main address located at OR a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

WHEREAS, the Franchisor and certain of its Affiliates own, operate and franchise [DESCRIPTION] throughout [COUNTRY] which, among other things, rent, sell and market [PRODUCT/SERVICE] to the [GENERAL PUBLIC OR COMPANIES OR GOVERNMENT]; and

WHEREAS, the Franchisor and certain of its Affiliates acquire, produce, license, market and sell [PRODUCT/SERVICE]; and

WHEREAS, the Franchisee is willing to buy on a per Location (the terms initially capitalised in this Agreement and not otherwise defined herein will have the respective meanings set forth in Paragraph 18 of this Agreement) basis a specified number of [PRODUCT/SERVICE]; and

WHEREAS, the Franchisor is willing to provide various marketing, advertising and promotional services and activities in support of the Franchisee;

NOW, THEREFORE, based on the above premises and in consideration of the covenants and agreements contained herein, and intending to be legally bound, the parties agree hereto as follows:

1. **AGREEMENT TERM**

The term of this Agreement will be for the period (the "Term"), commencing as of the date of this Agreement. Each year of the Term, as measured from the date of this Agreement, is a "Contract Year."

1. **TERRITORY**

The territory for purposes of this Agreement with respect to [PRODUCT/SERVICE] will be [COUNTRY], their territories and possessions (the "Territory"), except with respect to those [PRODUCT/SERVICE] for which the Franchisee has only [COUNTRY] Distribution Rights, in which case, the Territory with respect to such [PRODUCT/SERVICE] will be limited to [COUNTRY] and, if and to the extent the Franchisor owns or controls such rights, to territories and possessions of [COUNTRY]).

1. **REVENUE SHARING**

The Franchisee will remit to the Franchisor [%] of the net profits of its business in the form of [ROYALTIES, ETC]. [DESCRIBE IN DETAILS REVENUE SHARING BETWEEN THE FRANCHISOR AND THE FRANCHISEE].

Distribution of profits will be made on the [DAY] of [MONTHS].

1. **FRANCHISOR COMMITMENTS**

Beginning as of the date of this Agreement for [NUMBER OF LOCATIONS] located in [COUNTRY] within [NUMBER] calendar months hereafter, and for Participating Franchises within [NUMBER] calendar months hereafter, the Franchisee agrees as follows:

**4.1 Purchasing**

The following purchasing requirements will apply to all Locations and Participating Franchises

4.1.1. [FRANCHISEE REQUIREMENT]

4.1.2. [FRANCHISEE REQUIREMENT]

4.1.3. [FRANCHISEE REQUIREMENT]

4.1.4. [FRANCHISEE REQUIREMENT]

**4.2 Missing Products**

For each [PRODUCT TYPE] that is lost, stolen or otherwise not reasonably accounted for, for more than [SPECIFY] calendar days during the period commencing upon delivery to the Franchisor's distribution centre and ending on the last day of the relevant Revenue Sharing Period, the Franchisee will pay [AMOUNT] to the Franchisor. For any such [PRODUCT TYPE] the Franchisee will reimburse the Franchisor the applicable distribution wholesale price less the applicable average Purchase Price received by the Franchisee.

**4.3 Payment**

The parties acknowledge and agree that if the Franchisee fails to order [NUMBER OF UNITS] required under Paragraph 3.1, the Franchisee will pay [AMOUNT] to the Franchisor, as liquidated damages, an amount equal to [AMOUNT] for each unit which the Franchisee failed to order. If the Franchisor fails to deliver the number or units ordered by the Franchisee under Paragraph 3.1, the Franchisor will pay to the Franchisee, as liquidated damages, an amount equal to [AMOUNT] for each unit which the Franchisor failed to deliver. The parties hereto expressly agree and acknowledge that actual damages for purposes of this Subparagraph would be difficult to ascertain and that the amount set forth above represents the parties' reasonable estimate of such damages.

**4.4 Marketing**

With respect to advertising of [PRODUCT/SERVICE], the Franchisee agrees to consult with the Franchisor and to keep the Franchisor reasonably appraised of its marketing plans and activities and to comply with the Franchisor's then-current customary marketing support policies and practises to the extent they are reasonable and practicable. The Franchisor will have the right to approve such plans, and the Franchisee will provide a timely opportunity for said approval by the Franchisor. The Franchisor will exercise its approval rights in a timely and reasonable manner.

Should the Franchisee fail to comply in good faith with its obligations under Paragraph 3.4, the Franchisor will be entitled to give written notice to the Franchisee of such failure. In no event will the Franchisor be obligated to provide such advertising which it would otherwise have been obligated to provide during such time as the Franchisor's obligations hereunder were suspended because of the Franchisee's failure to fulfil its obligations under this Paragraph 3.4.

**4.5 Participating Franchises**

While the Franchisee cannot guarantee that its Franchises will adopt the Agreement, the Franchisee will use good faith commercially reasonable efforts to recommend adoption of the Agreement to its Franchises and anticipates a high level of adoption thereby. The Franchisor hereby agrees that each Participating Franchise will execute a letter agreement, which has been approved by the Franchisee in form and substance, in favour of the Franchisor, agreeing to be bound by the terms and conditions of this Agreement as if it were a party hereto (the "Participating Franchise"). The Franchisee will be liable for each Participating Franchise's performance of its financial obligations hereunder as if such Participating Franchise were a Location. The Franchisor will have the right to proceed against the Franchisee for money only for any failure of a Participating Franchise to fully perform the financial terms and conditions of this Agreement. Participating Franchises will be subject to the same terms and conditions under the Agreement as Locations unless specifically designated otherwise. Implementation of the Agreement at the Franchise level and the Franchise payments thereunder will be administered by the Franchisor.

**4.6 Placement**

The Franchisee will exercise good faith commercially reasonable efforts to maximise revenue on the [SALE OR RENTAL] of [PRODUCT/SERVICE]. At all times during the entire Revenue Sharing Period, the Franchisee will make available for [SALE OR RENTAL] at each Location all of the [PRODUCT/SERVICE] bought for such Location.

**4.7 Packing and Shipping**

The Franchisor will be solely responsible for making [PRODUCT/SERVICE] ready for the consumer [PURCHASE/RENTAL] and for shipping the [PRODUCT/SERVICE] from its distribution centre to the Franchisee’s Locations.

**4.8 Returns/Exchanges**

The purchase requirements set forth in Paragraph 3.1 will not be subject to any returns by the Franchisee. The Franchisor will exchange defective or damaged products. Defective products will mean those that are mechanically defective, mispackaged, physically blemished or contain extraneous material. The Franchisee will report defective or damaged products to the Franchisor promptly following the discovery of such defect or damage.

**4.9 Location Count**

The Franchisee will report to the Franchisor on a calendar month basis the number of currently operating Locations, including Participating Franchises, non-participating Franchises, New Franchisor Locations and recently closed Locations.

**4.10 Demographic Information**

The Franchisee will provide to the Franchisor, on an ongoing basis, information regarding the demographic make-up generally of the Franchisee customers.

1. **COMMITMENTS**

**5.1 Marketing Support**

In lieu of specific marketing support programmes such as rebate, co-op and MDF programs, and as payment for services and in consideration for the various other services and activities which the Franchisee has agreed to perform hereunder for the benefit of the Franchisor, such as sales and rental reporting functions, the Franchisor agrees to credit on a per [PRODUCT/SERVICE] basis (on the relevant invoice) the Franchisee with marketing support funds ("Marketing Support Funds") in the amount of [SPECIFY] OR of in the amount of [SPECIFY PERCENTAGE] of the Purchase Price generated by [PRODUCT/SERVICE]. Marketing Support Funds will not be used to advertise, promote or otherwise market product not distributed by the Franchisor. In addition to Marketing Support Funds, the Franchisor will continue to provide the Franchisee with standard [IN-STORE/ON-LOCATION] point-of-sale marketing materials as customarily utilised by the Franchisor.

* + 1. The Franchisee will use all of the Marketing Support Funds to advertise in measured media [PRODUCT/SERVICE]. With respect to said advertising of [PRODUCT/SERVICE], the Franchisee agrees to consult with the Franchisor and to keep the Franchisor reasonably appraised of its marketing plans and activities and to comply with the Franchisor then-current customary marketing support policies and practises to the extent that they are reasonable and practicable. The Franchisor will have the right to approve such plans, and the Franchise will provide a timely opportunity for said approval by the Franchisor. The Franchisor will exercise approval rights in a timely and reasonable manner.
    2. With respect to [SPECIFY PERCENTAGE] of the Marketing Support Funds, the Franchisor and the Franchisee will jointly determine how said monies will be used to advertise, promote or otherwise market [PRODUCT/SERVICE].
    3. The Franchisor will use [SPECIFY PERCENTAGE] of the Marketing Support Funds for [IN-STORE/ON-LOCATION] [PRODUCT/SERVICE] specific marketing and promotion.
    4. Should the Franchisee fail to comply in good faith with its obligations under paragraphs 4.1.1, 4.1.2and 4.1.3 the Franchisor will be entitled to give written notice to the Franchisee of such failure. If the Franchisee fails to remedy such failure to the Franchisor's satisfaction within [NUMBER] calendar days following receipt of such notice, the Franchisor will be relieved of its obligations to provide Marketing Support Funds, until such time as the Franchisee complies in good faith with its obligations under this Paragraph 4.1 4. In no event will the Franchisee be entitled to receive Marketing Support Funds which would otherwise have accrued during such time as the Franchisee's rights hereunder were suspended because of its failure to fulfil its obligations under this Paragraph 4.1 4.

1. **ELECTRONIC REPORTING**

At no cost or expense to the Franchisor, the Franchisee will provide to the Franchisor, electronically, daily access to all Franchisee [PRODUCT/SERVICE] information along with weekly summaries, in such form as may be reasonably specified by the Franchisor from time to time, of all performance information as to the Franchisee's [SALE OR RENTAL] of [PRODUCT/SERVICE], including, but not limited to, daily [SALES OR RENTAL] data, daily inventory and daily Revenue from each Location on a Location by Location, [PRODUCT/SERVICE] by [LOCATION] basis.

1. **REVIEW**

Within [SPECIFY NUMBER OF DAYS] calendar days following the end of each Contract Year, the parties will meet and in good faith review the terms of this Agreement. Should no agreement be reached between the parties with respect to adjusting or amending the terms of the Agreement, the then current terms of the Agreement will remain in full force and effect. Within the [SPECIFY NUMBER OF DAYS] calendar days following the end of the [SPECIFY] month of the Term, either party may give [NUMBER] months notice to terminate the Agreement. If such notice is given by either party, from such notification forward, the Franchisee will have no right or obligation to buy additional [PRODUCT/SERVICE] under this Agreement, and the Franchisor will be relieved of any right or obligation to sell [PRODUCT/SERVICE] to the Franchisee under this Agreement.

1. **TERMINATION**

The following transactions or occurrences will constitute material events of default (each an "Event of Default") by the applicable party (the "defaulting party") hereunder such that, in addition to and without prejudice to or limiting any other rights and remedies available to the non-defaulting party at law or in equity the non-defaulting party may elect to immediately and prospectively terminate this Agreement at the sole discretion of the non-defaulting party by giving written notice thereof to the other party at any time after the occurrence of an Event of Default setting forth sufficient facts to establish the existence of such Event of Default.

**8.1 Material Breach**

A material breach by a party of any material covenant, material warranty, or material representation contained herein, where such defaulting party fails to cure such breach within [NUMBER] calendar days after receipt of written notice thereof, or within such specific cure period as is expressly provided for elsewhere in this Agreement; or

**8.2 Insolvency and/or Bankruptcy**

A party makes an attempt to make any arrangement for the benefit of creditors, or a voluntary or involuntary bankruptcy, insolvency or assignment for the benefit of creditors of a party or in the event any action or proceeding is instituted relating to any of the foregoing, and the same is not dismissed within [NUMBER] calendar days after such institution; or

**8.3 Failure to Make Payment**

A failure by either party to make payment of any monies payable pursuant to this Agreement, as and when payment is due. Except as otherwise provided herein, no termination of this Agreement for any reason will relieve or discharge any party hereto from any duty, obligation or liability hereunder which was accrued as of the date of such termination.

**9. PUBLIC DISCLOSURE AND CONFIDENTIALITY**

**9.1 Public Disclosure**

Each party agrees that no press release or public announcement relating to the existence or terms of this Agreement (including within the context of a trade press or other interview or advertisement in any media) will be issued without the express prior written approval of the other party hereto.

**9.2 Confidential Information**

During the Term and for a period of [SPECIFY YEARS/MONTHS] thereafter, the Franchisee and the Franchisor will hold, and will cause each of their directors, officers, employees and agents to hold in confidence the terms of this Agreement (including the financial terms and provisions hereof and all information received pursuant to, or developed in accordance with, this Agreement) specifically including but not limited to the Franchisor. The Franchisee and the Franchisor hereby acknowledge and agree that all information contained in, relating to or furnished pursuant to this Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third parties without the prior written consent of both the Franchisee and the Franchisor. Neither the Franchisee nor the Franchisor will disclose such information to any third party (other than to officers, directors, employees, attorneys, accountants and agents of the Franchisee and the Franchisor or the affiliates of either, who have a business reason to know or have access to such information, and only after each of whom agrees to being bound by this paragraph) except:

* + 1. To the extent necessary to comply with any Law or the valid order of a governmental agency or court of competent jurisdiction or as part of its normal reporting or review procedure to regulatory agencies or as required by the rules of any major stock exchange on which either party's stock may be listed; provided, however, that the party making such disclosure will seek, and use reasonable efforts to obtain, confidential treatment of said information and will promptly, to the greatest extent practicable, notify the other party in advance of such disclosure;
    2. As part of the normal reporting or review procedure by its parent Franchisee, its auditors and its attorneys;
    3. To the extent necessary to obtain appropriate insurance, to its insurance agent or carrier, that such agent or carrier agrees to the confidential treatment of such information; and
    4. To actual or potential successors in interest, provided, however, that such person or entity will have first agreed in writing to the confidential treatment of such information.

1. **NO RIGHT TO USE NAMES**
   1. Neither the Franchisee nor Locations nor Participating Franchises will acquire any right to use, nor will use any copyrights, trademarks, characters or designs owned or controlled by the Franchisor or any of its Affiliates, including without limitation, the names [SPECIFY], alone or in conjunction with other words or names, in any advertising, publicity or promotion, either express or implied, without Franchisor's prior consent in each case, and in no case will any Franchisee or Location advertising, publicity, or promotion, express or imply any endorsement of the same.
   2. The Franchisee will not acquire any right to use, nor will use the name [SPECIFY] alone or in conjunction with other words or names, or any copyrights, trademarks, characters or designs of the same in any advertising, publicity or promotion, either express or implied, without the Franchisor's prior consent in each case, and in no case will any Franchisee advertising, publicity, or promotion, express or imply any endorsement of the same.
2. **ASSIGNMENT**

This Agreement and the rights and licences granted hereunder are personal, and neither party will have the right to sell, assign, transfer, mortgage, pledge nor hypothecate (each an "Assignment") any such rights or licences in whole or in part without the prior written consent of the non-assigning party, nor will any of said rights or licences be assigned or transferred to any third party by operation of law, including, without limitation, by merger or consolidation or otherwise; provided, however, that an Assignment pursuant to or resulting from a sale of all or substantially all of the assets or all or a majority of the equity of the Franchisee to any Person or Persons or any other form of business combination, such that the Franchisee business as currently existing remains substantially intact, including, without limitation, a sale to the public, will not require such consent so long as such Assignment is not to [SPECIFY]; and provided further that any Assignment by (i) the Franchisee, to [SPECIFY] or (ii) the Franchisor to any Affiliate of the Franchisor. In the event that the Franchisee or the Franchisor assigns its rights or interest in or to this Agreement in whole or in part, the assigning party will nevertheless continue to remain fully and primarily responsible and liable to the other party for prompt, full, complete and faithful performance of all terms and conditions of this Agreement.

1. **AUDIT RIGHTS**
   1. During the Term and continuing until [SPECIFY] months following the date of expiration or earlier termination of this Agreement the Franchisor may, audit the financial books, information systems and records of the Franchisee as reasonably necessary to verify the Franchisee's compliance with its obligations under this Agreement; provided, however, that
      1. Such audit will be at the sole cost and expense of the Franchisor (unless such audit reveals that payments due to the Franchisor for any [SPECIFY] month period were understated by more than [SPECIFY] per cent, in which case, in addition to all other rights which the Franchisor may have, the Franchisee will promptly reimburse the Franchisor to the extent of its reasonable out-of-pocket costs of such audit);
      2. The Franchisor may not audit more than twice per year (and no such audit will continue for more than [NUMBER] calendar days from the date the auditors are given access to the applicable records), and
      3. Any such audit will be conducted only during regular business hours and in such a manner as not unreasonably to interfere with the normal business activities of the Franchisee.
   2. The Franchisee will keep and maintain complete and accurate books of account and records in connection with its obligations under this Agreement at its principal place of business until the date [SPECIFY] months following the date of rendering of the initial statement reflecting such records unless a legal action with regard thereto is commenced during such period.
   3. During the Term and continuing until [SPECIFY] months following the date of expiration or earlier termination of this Agreement, the Franchisor may inspect and audit the books, records and store premises of Locations and Participating Franchises as reasonably necessary to verify compliance with this Agreement; provided, however, that
   4. Such audit will be at the sole cost and expense of the Franchisor (unless such audit reveals that payments due to the Franchisor for any [NUMBER] month period were understated by more than [%], in which case, in addition to all other rights which the Franchisor may have, the Franchisee will promptly reimburse the Franchisor to the extent of its reasonable out-of-pocket costs of such audit), and (b) any such audit will be conducted only during regular business hours and in such a manner as not unreasonably to interfere with the normal business activities of Location or Participating Franchises.
2. **FRANCHISOR'S REPRESENTATIONS AND WARRANTIES**

The Franchisor represents and warrants that:

* 1. It is a company organised and existing under the laws of [SPECIFY COUNTRY AND/OR STATE/PROVINCE] with its principal place of business in [SPECIFY COUNTRY];
  2. The undersigned has the full right, power and authority to sign this Agreement on behalf of the Franchisor;
  3. The execution, delivery and performance of this Agreement does not and will not, violate any provisions of [COUNTRY] articles or certificates of incorporation and bylaws, or any contract or other Agreement to which the Franchisor is a party;
  4. There is no broker, finder or intermediary involved in connection with the negotiations and discussions incident to the execution of this Agreement, and no broker, finder, agent or intermediary who might be entitled to a fee, commission or any other payment upon the consummation of the transactions contemplated by this Agreement;
  5. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws now or hereinafter in effect, affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

1. **FRANCHISEE'S REPRESENTATIONS AND WARRANTIES**

The Franchisee represents and warrants that:

* 1. It is a company organised and existing under the laws of the [SPECIFY COUNTRY AND/OR STATE/PROVINCE] with its principal place of business in the [SPECIFY COUNTRY];
  2. The undersigned has the full right, power and authority to sign this Agreement on behalf of the Franchisee;
  3. There is no broker, finder or intermediary involved in connection with the negotiations and discussions incident to the execution of this Agreement, and no broker, finder, agent or intermediary who might be entitled to a fee, commission or any other payment upon the consummation of the transactions contemplated by this Agreement;
  4. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Franchisee enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws now or hereinafter in effect, affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and
  5. The execution, delivery and performance of this Agreement does not, and will not, violate any provisions of the Franchisee's articles or certificates of incorporation and bylaws, or any contract or other Agreement to which the Franchisee is a party.

1. **FORCE MAJEURE**

The duties and obligations of the parties hereunder may be suspended upon the occurrence and continuation of any "Event of Force Majeure" which inhibits or prevents performance hereunder, and for a reasonable start-up period thereafter. An "Event of Force Majeure" will mean any act, cause, contingency or circumstance beyond the reasonable control of such party (whether or not reasonably foreseeable), including, without limitation, to the extent beyond the reasonable control of such party, any governmental action, nationalisation, expropriation, confiscation, seizure, allocation, embargo, prohibition of import or export of goods or products, regulation, order or restriction (whether foreign, national or state), war (whether or not declared), civil commotion, disobedience or unrest, insurrection, public strike, riot or revolution, lack or shortage of, or inability to obtain, any labour, machinery, materials, fuel, supplies or equipment from normal sources of supply, strike, work stoppage or slowdown, lockout or other labour dispute, fire, flood, earthquake, drought or other natural calamity, weather or damage or destruction to plants and/or equipment, commandeering of vessels or other carriers resulting from acts of God, or any other accident, condition, cause, contingency or circumstances including (without limitation, acts of God) within or without [COUNTRY]. Neither party will, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any Event of Force Majeure and no such delay, default in, or failure of, performance will constitute a breach by either party hereunder. As soon as reasonably possible following the occurrence of an Event of Force Majeure, the affected party will notify the other party, in writing, as to the date and nature of such Event of Force Majeure and the effects of same. If any Event of Force Majeure will prevent the performance of a material obligation of either party hereunder, and if the same will have continued for a period of longer than [SPECIFY] days, then either party hereto will have the right to terminate this Agreement by written notice to the other party hereto.

1. **INDEMNIFICATION**

Each party (the "Indemnifying Party") will indemnify and hold the other party and its affiliates and their respective employees, officers, agents, attorneys, stockholders and directors, and their respective permitted successors, licensees and assigns (the "Indemnified Party(ies)") harmless from and against (and will pay as incurred) any and all claims, proceedings, actions, damages, costs, expenses and other liabilities and losses (whether under a theory of strict liability, or otherwise) of whatsoever kind or nature ("Claim(s)") incurred by, or threatened, imposed or filed against, any Indemnified Party (including, without limitation,

16.1 actual and reasonable costs of defence, which will include without limitation court costs and reasonable attorney and other reasonable expert and reasonable third-party fees; and

16.2 to the extent permitted by Law, any fines, penalties and forfeitures) in connection with any proceedings against an Indemnified Party caused by any breach (or, with respect to third-party claims only, alleged breach) by the Indemnifying Party of any representation, term, warranty or agreement hereunder. Neither party will settle, compromise or consent to the entry of any judgement  in or otherwise seek to terminate any pending or threatened Claim *in re*spect of which the Indemnified Party is entitled to indemnification hereunder (whether or not the Indemnified Party is a party thereto), without the prior written consent of the other party hereto; provided, however, that the Indemnifying Party will be entitled to settle any claim without the written consent of the Indemnified Party so long as such settlement only involves the payment of money by the Indemnifying Party and in no way affects any rights of the Indemnified Party.

1. **REMEDIES**

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise and no provision hereof will be construed so as to limit any party's available remedies in the event of a breach by the other party hereto. The election of any one or more of such remedies by any of the parties hereto will not constitute a waiver by such party of the right to pursue any other available remedies.

1. **DEFINITIONS**
   1. "Affiliate" will mean an entity in which either party has a controlling interest.
   2. "Franchise" will mean all Franchisee Locations which the Franchisee informs the Franchisor are Franchises.
   3. "Laws" will mean all international, national, state, provincial, municipal or other laws, ordinances, orders, statutes, rules or regulations.
   4. "Location" will mean any Location in [COUNTRY] or [COUNTRY], which, at any time during the Term of this Agreement, is wholly owned and/or operated by the Franchisee, whether or not such Location is operated under the "Franchisee" trademarks. Should the Franchisee undertake to own or operate outlets different than the outlets it has traditionally operated, such as by way of example, kiosks, carts, "Locations within a Location", "rack jobbing" operations or vending machines, the parties will negotiate in good faith to agree upon terms for the inclusion of such retail outlets in this Agreement.
   5. "New Franchisee Location" will mean a Location which the Franchisee or any of its Franchisees or Affiliates first owns or operates after the commencement date of this Agreement, excluding the Franchisee's acquisition of franchised Franchisee Locations.
   6. "Revenue Sharing Period" will mean the period commencing on [SPECIFY DATE] and running through until the end of [SPECIFY PERIOD].
2. **MISCELLANEOUS**
   1. This Agreement will not constitute any partnership, joint venture or agency relationship between the parties hereto. The parties will be considered independent contractors.
   2. This Agreement, together with the attached [APPENDICES IF INCLUDED], embodies the entire understanding of the parties with respect to the subject matter hereof and may not be altered, amended or otherwise modified except by an instrument in writing executed by both parties.
   3. The headings in this Agreement are for convenience of reference only and will not have any substantive effect.
   4. All rights and remedies granted to the parties hereunder are cumulative and are in addition to any other rights or remedies that the parties may have at law or in equity.
   5. Should any non-material provision of this Agreement be held to be void, invalid or inoperative, as a matter of law the remaining provisions hereof will not be affected and will continue in effect as though, such unenforceable provision(s) have been deleted therefrom.
   6. Unless otherwise indicated, all Rand amounts referenced herein will refer to and be paid in [COUNTRY] Rands.
   7. No waiver of any right under or breach of this Agreement will be effective unless it is in writing and signed by the party to be charged.
   8. This Agreement will be governed by and construed in accordance with the internal Laws of [SPECIFY], applicable to Agreements entered into and wholly performed therein. The Franchisee hereby consents to and submits to the jurisdiction of the Franchisor and any action or suit under this Agreement may be brought in any Court with appropriate jurisdiction over the subject matter established.
   9. None of the provisions of this Agreement is intended for the benefit of or will be enforceable by any third parties.
   10. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same Agreement.
   11. All notices will be in writing and either personally delivered, mailed first-class mail (postage prepaid), sent by reputable overnight courier service (charges prepaid), or sent by transmittal by any electronic means whether now known or hereafter developed, including, but not limited to, email, facsimile, telex, or laser transmissions, able to be received by the party intended to receive notice, to the parties at the following addresses:

Franchisor Address:

[YOUR COMPLETE ADDRESS]

Franchisee Address:

[SPECIFY]

1. **GOVERNING LAW**

This Agreement will be governed by, and construed under, the laws of [STATE/PROVINCE] of [COUNTRY].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FRANCHISOR FRANCHISEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title