

# Non-Branded Franchise Agreement

This Franchise Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

- **Franchisor:**
- **Address:**
- **Franchisee:**
- **Address:**

## 1. Grant of Franchise

The Franchisor hereby grants to the Franchisee the right to operate a business using the Franchisor's system (the "System") for the term and subject to the conditions of this Agreement.

## 2. Term

The term of this Agreement shall commence on the effective date and shall continue for a period of \_\_\_\_\_ years unless terminated earlier in accordance with this Agreement.

### 3. Franchise Fee

The Franchisee shall pay to the Franchisor an initial franchise fee of \$ . Other ongoing fees, if any, shall be determined as set out in Schedule A.

## 4. Obligations of the Franchisor

- Provide necessary training and operational support.
- Provide access to the System and related know-how.
- Offer advisory services as required.

## 5. Obligations of the Franchisee

- Diligently operate the franchise as per the System.
- Comply with standards and procedures prescribed by Franchisor.
- Maintain proper records and make reports as required.

## 6. Intellectual Property

The Franchisee acknowledges that all intellectual property and rights in the System remain the property of the Franchisor. No ownership right is transferred to the Franchisee.

## 7. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information and not to disclose such information except as permitted under this Agreement.

## 8. Termination

This Agreement may be terminated prior to its expiration by either party under the following conditions:

- Material breach of agreement by the other party;
- Insolvency or bankruptcy of either party;
- Other grounds as mutually agreed in writing.

## 9. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of .

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**Franchisor**  
**Date:**

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**Franchisee**  
**Date:**