
AND

AND

AND

[NOMINATED REPRESENTATIVE]

FRANCHISE AGREEMENT

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THIS AGREEMENT dated day of 2019

BETWEEN of (**Franchisor**)

AND The party described as the franchisee at item 1 of the schedule to this agreement (**Franchisee entity**)

AND The parties described as the principals at item 2 of the schedule to this agreement (**Principals of the franchisee**)

AND The party described as the franchisee at item 1 of the schedule to this agreement (**First nominated representative**)

RECITALS

- A.** The franchisor has developed a business and established a franchise network trading under the name of the franchisor with public recognition and goodwill and with a unique image using procedures and systems that it has developed.
- B.** The franchisor owns intellectual property, which is an essential part of its franchise system as is set out in the schedule hereto.
- C.** The franchisee recognises the advantages of belonging to a franchise network and has requested the franchisor to grant it a franchise for the term and in the territory set out in the schedule hereto. Nevertheless the franchisee is aware that franchises like any business can fail and if this were to happen it could involve adverse consequences. Therefore the franchisee has sought such legal financial and business advice as deemed prudent.
- D.** The parties have therefore agreed to the various matters hereinafter appearing and to act in all matters between them in good faith.
- E.** Prior to entering into this agreement the franchisor has provided the franchisee with a copy of this agreement and a copy of the franchising code and a disclosure document prepared in compliance with the requirements of the franchising code.

OPERATIVE PART

1. Interpretation and definitions

- (a) This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state. In the interpretation of this agreement:

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- (i) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
 - (ii) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also means those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
 - (iii) Grammatical forms of defined words or phrases have corresponding meanings;
 - (iv) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
 - (v) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - (vi) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (vii) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (viii) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.
- (b) Confidential information means any information concerning the franchise system, the financial arrangements applicable to the franchises including price lists, customer or supplier details, the manual, the unique operational aspects of the franchises, advertising statistics and initiatives, trade secrets, technical information, and any other communication specifically nominated as being confidential.
 - (c) Default interest rate means 15% per annum compounding monthly.
 - (d) Gross sales of the franchisee means all income whether cash or credit from the sale of the products and services of the franchise. GST or any other tax paid as part of the sale is to be deducted from the gross sales amount. Returns or refunds are also to be deducted from the gross sales amount.
 - (e) Nominated representative means if applicable the individual nominated by the franchisee to deal with franchisor on behalf of the franchisee the first being that person named in the schedule.
 - (f) The principals of the franchisee in the case where the franchisee is not an individual or individuals means the trustees of the franchisee trust or the directors of the franchisee company whether or not the company is a trustee as named in the schedule.
 - (g) The system is described in the manual and means the procedures for ensuring the same manner of conduct of all the franchise businesses using the trademarks and designs of the franchisor, providing uniformly high

standards of service and quality and price of product, and consistent business management thereby with the assistance of group marketing activities enhancing the prospects of all franchisees.

- (h) The property associated with the franchise which will remain the property of the franchisor on termination of the franchise includes all copies of the manual, the computer software and databases, the uniforms, customer listings and other confidential information, all stationery, brochures and publications utilised in the franchise whether or not paid for in part or in full by the franchisee.
- (i) PPSA means the Personal Property Securities Act (Cth) and PPSR means the register created and maintained pursuant to the PPSA.

2. Franchise grant

The franchisor hereby grants to the franchisee, and the franchisee hereby accepts the right to conduct the franchise business in the territory and for the term in accordance with the provisions hereof.

3. Cooling off and early termination

- (a) The franchisee acknowledges having received a copy of the code, the disclosure document and this agreement more than 14 days before signing this agreement.
- (b) The franchisee may terminate this agreement by written notice served on the franchisor within seven days from signing this agreement but will remain bound by the provisions intended to survive termination.
- (c) In the event of the franchisee terminating this agreement within such seven day period then the franchisor shall refund all amounts paid by the franchisee to franchisor less a reasonable contribution towards the costs incurred by the franchisor in recruiting and training the franchisee and preparing the associated documentation.

4. Franchisee's initial obligations

The franchisee shall immediately, following the expiration of the seven day cooling off period, following the execution and delivery hereof by the franchisee and the principals:

- (a) Do all such things as are necessary to secure the premises for the conduct of the business;
- (b) Pay the initial capital investment fee to the franchisor or as the franchisor may direct;
- (c) Pay the training fee to the franchisor or as the franchisor may direct;
- (d) Complete the training program;

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- (e) Obtain all consents, licences and approvals as may be necessary for the conduct of the franchise business; and
 - (f) If applicable appoint the nominated representative to liaise with the franchisor in accordance with the provisions hereof.

5. Term

This agreement shall commence on the commencement date and shall continue for the term and if renewed for the renewed term unless terminated earlier in accordance with this agreement.

6. Renewal

- (a) If the franchisee desires to have a further franchise granted to it for the further term specified in the schedule, and gives to the franchisor notice in writing to that effect, not more than six months and not less than three months prior to the termination date, then provided at the date of the exercise of this option and at the termination date there is no subsisting breach by the franchisee of the terms and conditions herein contained, the franchisor shall grant to the franchisee a franchise for the further term upon, and subject to the terms and conditions contained in the then current franchise agreement, except this provision unless a further option is shown in the schedule.
- (b) Should the franchisee continue to conduct the franchise business after the termination date, otherwise than pursuant to the grant of a further franchise, then the franchisee shall do so from month to month upon the same terms and conditions hereof, and such franchise shall be determinable by either party giving to the other at any time one month's notice in writing to that effect.

7. The franchisee, the principals, the directors, the trustees of the franchisee and the nominated representative

- (a) The franchisee and the principals warrant that the principals are the sole directors and shareholders of the corporate franchisee and that they have made full disclosure to the franchisor of all matters of importance and relevance to the decision to grant them this franchise.
- (b) In these presents the term franchisee means the franchisee both in its personal capacity as well as in its capacity as a trustee if applicable. The franchisee is personally liable for the performance of the agreements herein contained as well as liable as a trustee if that is the case.
- (c) Where the franchisee is a trustee, whether or not that fact is disclosed or known to the franchisor, then such franchisee warrants and agrees that:
 - (i) It is empowered to enter into all transactions with the franchisor as it in fact purports to enter into and that all necessary procedures, if any, have been passed and followed;

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- (ii) Where any instrument constituting or purporting to constitute the instrument or a copy of the instrument embodying the terms of any trust whereof the franchisee is trustee is produced to the franchisor the same does in fact constitute the instrument or copy which it purports to constitute and is duly valid and enforceable according to its terms, there are no amendments thereto not produced to the franchisor and the names of all trustees of such trust have been disclosed in writing to the franchisor, if they are in any way different from the names of such trustees set out in such instrument;
 - (iii) Unless expressly disclosed in writing to the franchisor, and mere production of a document or documents constituting an instrument of trust or copy thereof shall not amount to such disclosure, there has been no resettlement or distribution of any part of the corpus of the trust fund, and there is no provision in the trust instrument or otherwise whereby the trustee agrees, or it is provided that the trustee is not entitled to be indemnified out of the assets of the trust fund in respect of the liabilities of the trustee to the franchisor;
 - (iv) The franchisee shall cause this agreement to be signed by the franchisee, its directors if a company, its trustees if a trust, and the nominated representative if applicable all of whom hereby covenant and agree as is evidenced by their execution hereof to be bound by all of the terms hereof; and
 - (v) The franchisor shall be entitled to terminate the franchise by written notice to the franchisee effective immediately, if there has been any failure to comply with any of the foregoing initial obligations or warranties.

8. Territory

The franchisee is granted the exclusive right to conduct the franchise business in the territory defined in the schedule. The franchisee does not have the right to provide the products or services of the franchise business in any other place and no other franchisee may provide the products or services in the territory of the franchisee. Any or all of the franchisees or franchisor may sell the products or services on the internet or by mail order.

9. The mandatory franchising code under the Australian Consumer Law

The parties are bound by and will comply with the provisions of the code as amended from time to time.

10. Nominated representative

In the event that the franchisee is a company or trust or comprises more than two individuals, then it shall appoint a nominated representative who shall complete the course of training, and shall be the individual empowered to bind the franchisee in all transactions with the franchisor, who shall be entitled to deal with him or her to the exclusion of any other person.

11. Training and training fee

Immediately following the seven day cooling off period following the execution and delivery hereof, the franchisee shall cause to be paid to the franchisor or as the franchisor may direct the training fee in the amount set out in the schedule hereto, and shall complete the training program as soon as possible thereafter and before commencing operations.

12. Initial capital investment fee

Immediately following the seven day cooling off period, following the execution and delivery hereof, the franchisee shall cause to be paid to the franchisor, or as the franchisor may direct, the initial capital investment fee in the amount set out in the schedule hereto.

13. Ongoing franchise service fee

In consideration of this franchise the franchisee agrees to pay to franchisor, or as the franchisor may direct, the ongoing franchise service fee in the amount and manner as set out in the schedule.

14. GST

The franchisor shall provide the franchisee with a tax invoice in relation to all taxable supplies made to the franchisee, and who shall pay to the franchisor the applicable goods and services tax in addition to the cost of the supply. All supplies hereunder are exclusive of GST which is payable by the franchisee in addition to the cost of the supply.

15. The responsibilities of the franchisor

- (a) The franchisor will not during the term unilaterally vary the franchise agreement.
- (b) The franchisor will promote the interests of all franchisees and the franchise business, its system, image and reputation and will enforce the compliance by all franchisees with the requirements of the franchise agreement.
- (c) The franchisor will provide a training course prior to the commencement of the franchise, which the franchisee or its nominated representative will attend.
- (d) The franchisor will provide ongoing support by way of advice, on site visits and continuous system improvement.
- (e) The franchisor will generally oversee the operation of the network and the performance of all franchisees.

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- (f) The franchisor will provide the franchisee with the pro forma reports required to be completed by the franchisee.
 - (g) The franchisor will supply the franchisee with those goods and services required to be sold and provided by the franchisee in a timely and orderly manner and at a cost consistent and competitive with the goods and services of any competitors.

16. The responsibilities of the franchisee

- (a) The franchisee will comply with the terms of this agreement and the manual in the conduct of the franchised business, according to the system utilising the image as part of and in the interests of and without prejudice or detriment to the network of other franchisees.
- (b) In the event that the system requires the franchisee to acquire motor vehicles, or specific office, shop or factory plant and equipment then the franchisee shall acquire such equipment and sign write or otherwise adapt the equipment to the franchise image as may be required.
- (c) The franchisee agrees to adopt, complete and forward to the franchisor within seven days of the end of each month during the term hereof those financial and other reports, a pro forma for which the franchisor has supplied to the franchisee. Failure to comply with this agreement is a breach of a fundamental term of this franchise, entitling the franchisor to terminate this agreement unless rectified within 14 days of notice in writing to do so.
- (d) The franchisee will comply with all laws, regulations, and codes of conduct and in accordance with the highest standards of ethics and business practice. The franchisee shall also obtain and maintain all necessary permits and licences to enable the franchisee to operate the franchised business in accordance with this agreement and the law.
- (e) The franchisee will observe its obligations not to disclose any information of a confidential nature.
- (f) The franchisee shall train all staff in the system as set out in the manual and ensure they comply with the obligations of the franchisee under this agreement.
- (g) The franchisee shall ensure that the nominated representative devotes his or her full time and attention to the franchised business.
- (h) The franchisee shall keep all records relating to the business as good business practice dictates, such as client lists for mail promotions or catalogue mailings, and shall make such records available to the franchisor upon request.
- (i) The franchisee will only sell and provide those goods and services provided by the franchisor or suppliers nominated by the franchisor who satisfy the franchisor's cost, quality, supply and service standards.

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- (j) The franchisee shall honour all warranties and promptly and properly resolve any customer complaints. The franchisee shall not give any guarantees or warranties unless stipulated by the franchisor.
 - (k) The franchisee will seek to expand and improve the business and shall remain open for business during all normal business hours.
 - (l) The franchisee shall effect all insurances that a prudent business proprietor would effect and shall pay all taxes and dues, as they become payable, and shall otherwise comply with all laws and regulations applicable to the business and its employees.
 - (m) The franchisee shall not permit any change in its legal or beneficial ownership or control nor shall it mortgage, lease, charge, transfer, assign or otherwise deal with the franchised business without the consent of the franchisor.
 - (n) The franchisee shall pay all moneys due to the franchisor as and when due pursuant to this agreement, and shall pay on demand by the franchisor interest at the default interest rate on any moneys not received by the franchisor on or before the due date.

17. Business premises

- (a) The franchisee shall not conduct the franchised business other than from the premises approved by the franchisor as set out in the schedule. The premises shall be fitted out and furnished in accordance with the requirements of the franchisor as set out in the manual.
- (b) At any time if it becomes desirable to do so, the franchisee may relocate the business at the franchisee's expense to other premises, provided the consent of the franchisor is first had and obtained. At any time if it becomes desirable to do so, the franchisor may require the franchisee to relocate the business to other premises, if the franchisor pays one-half of the cost of such relocation and re-establishment of the business.

18. Customer referral

The franchise system requires the franchisor and all franchisees to refer customer enquiries for products or services to the franchise in the relevant territory. In the event that any franchisee of the appropriate territory is unable for whatever reason to provide the products or services sought by the customer, then that product or service may be provided by any other franchisee outside the territory that is able to do so, thereby satisfying the customer to the best advantage of all franchisees and the system.

19. Records and accounts

- (a) The franchisee shall keep all accounting and other records of the business required by the franchisor current and available to the franchisor upon request. The franchisor may on 14 days notice cause the accounts and records of the franchisee to be audited. The franchisee agrees to fully

cooperate with the auditor, and provide all such documents and information as the auditor requests.

- (b) The franchisee shall keep all accounting records in accordance with proper accounting standards. The requirements of the franchisor and these will be furnished to the franchisor on an audit at those intervals necessary to enable the franchisor to verify amounts payable to the franchisor.

20. Advertising and marketing

- (a) The franchisor shall from time to time determine the advertising and marketing program.
- (b) The franchisee will join in and promote all advertising and marketing initiatives.
- (c) The franchisee will pay into the advertising and marketing fund its contribution as and when due as set out in the schedule.
- (d) The fund will be governed by the provisions of the franchising code.

21. Confidential information

The franchisee, the principals and the nominated representative shall keep the confidential information confidential at all times. They will ensure that the employees of the franchise comply with this requirement, and that all employment agreements contain a confidentiality clause.

22. Business name

- (a) The franchisee shall conduct the franchised business under the business name set out in the schedule, but shall in all things and on all documents clearly indicate that the franchise business is a business owned and operated independently of the franchisor.
- (b) The business name at all times remains the property of the franchisor and is only available for use by the franchisee during the currency of this franchise. The franchisee will provide the franchisor with the ASIC key for the business name and authorises the franchisor to utilise such key for the purpose of cancelling the registration of the franchisee as proprietor of the business name and registering the franchisor as proprietor of the business name in the event that the franchisor becomes entitled to do so under the provisions hereof.

23. Manual

The franchisee acknowledges that the provisions of the manual as amended from time to time will bind it and that it remains the property of the franchisor at all times.

24. Sale by franchisor

The franchisor may sell or otherwise deal with the franchise system, and its rights and obligations hereunder, at any time provided that it ensures that the incoming franchisor executes all documents, and does all things to put the franchisee in the same position as it was before the sale or other dealing. The franchisee agrees to sign all documents, and do all things necessary, to put the new franchisor in the same position as the franchisor was prior to the sale or other dealing.

25. Sale or other dealing by the franchisee

- (a) It is a fundamental breach of the terms hereof, entitling the franchisor to exercise its termination rights, if the franchisee leases, licenses, mortgages, charges, or otherwise deals with the franchise other than sale or changes the beneficial ownership or control of the franchisee.
- (b) If the franchisee wishes to sell the franchised business then it must offer it to the franchisor by written notice, setting out the price and terms of sale, which may be accepted by the franchisor within 14 days of the written offer, whereupon the sale shall be effected within a further 42 days of the date of acceptance. The price to be paid by the franchisor shall be the sale price reduced by the amount referred to in the schedule as payable to the franchisor on a sale to a third party.
- (c) In the event that the franchisor does not accept the offer, then the franchisee may sell the franchise on the open market, provided that any such sale shall not be on more favourable terms than those offered to the franchisor, without again offering those more favourable terms to the franchisor, who may accept them within seven days failing which the sale to the third party may proceed but subject to compliance with the following provisions hereof.

26. Preconditions to consent to sale

The consent of the franchisor to any proposed sale or novation shall not be unreasonably withheld in the event of compliance with the following preconditions:

- (a) The franchisee is not in breach of the terms of the franchise;
- (b) The franchisee seeks the consent of the franchisor to the sale to the proposed assignee in writing, providing a copy of the proposed sale contract setting out all conditions of the sale;
- (c) The franchisee has complied with the requirements of the code, and provided the proposed franchisee with the appropriate disclosure statement;
- (d) The sale will not have a significantly adverse effect on the franchise system;

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- (e) The proposed franchisee is responsible and respectable with sufficient financial strength and business experience to operate the franchised business successfully;
 - (f) The proposed franchisee has all licences and permits required to operate the franchised business;
 - (g) The proposed franchisee undertakes at the cost of the franchisee all training required by the franchisor of new franchisees;
 - (h) The franchisee is not in default hereunder, and pays on or before settlement any moneys outstanding to the franchisor, any other suppliers and all creditors of the franchised business;
 - (i) The franchisee pays to the franchisor on or before completion the training fee for the new franchisee in the amount set out in the schedule, together with the reasonable legal and other costs of the assignment;
 - (j) The franchisee pays to the franchisor on completion of the sale that percentage of the gross sales price as is set out in the schedule; and
 - (k) The new franchisee executes the franchisor's then current standard franchise agreement and otherwise complies with the applicable preconditions to the grant of a franchise.

27. Arrangements to apply at the end of the franchise agreement

In the event that the franchisee does not have an option, then at least six months before the end of the term the franchisor will notify the franchisee whether the franchisor is prepared to renew the franchise, or enter into a new agreement unless this franchise is for less than six months, in which case at least one month's notice will be given to the franchisee. The franchisor will not take into account in deliberations on this issue any significant capital expenditure that may have been made during the term of the franchise. The franchisor has not previously taken into account any significant capital expenditure by franchisees in determining the arrangements to apply at the end of franchise agreements. In the event that an extension or renewal of the franchise is not agreed then the provisions relating to termination shall apply.

28. Termination

The franchisor may terminate this agreement by written notice effective immediately in the event that the franchisee or any of the principals:

- (a) Commits any act of bankruptcy or is placed in liquidation or under administration or receivership; or
- (b) Is convicted of a serious criminal offence; or
- (c) Is dishonest in its dealing in the franchised business; or
- (d) Commits a fundamental breach of the terms of the franchise agreement; or

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- (e) The breach of the franchise agreement cannot be rectified and will cause serious damage to the franchisor; or
 - (f) The breach of the franchise agreement is intentional and designed to cause damage to the franchisor; or
 - (g) Abandons the franchised business; or
 - (h) Ceases to hold any licence or permission necessary for the conduct of the franchise; or
 - (i) Operates the franchised business in a way dangerous to employees and the public; or
 - (j) Fails to comply with those matters that the code identifies as a ground for immediate termination of a franchise agreement.

For any other breach of the terms of this agreement the franchisor must give to the franchisee written notice of the breach and the action required to remedy it, and requiring such breach to be rectified within a specified time not being less than 30 days. In the event that the franchisee fails to take such action to rectify such breach within the specified period, then the franchisor may by notice in writing terminate this agreement.

29. Consequences of termination for any cause

- (a) On termination of this agreement the franchisee shall:
 - (i) Pay all money owing to the franchisor, which shall bear interest at the default rate compounding quarterly from the due date until paid;
 - (ii) Cease to operate the franchised business;
 - (iii) Return all property belonging to the franchisor; and
 - (iv) Transfer to the franchisor all telephone and fax connections and lines and any webpage, and do all things necessary to effect the changes that may be necessary at ASIC and the department of fair trading to record the cessation of the business by the franchisee and continuation of it by the franchisor.
- (b) The franchisee is not entitled to receive an exit payment at the end of the term as renewed or extended. The franchisee may require the franchisor to buy remaining stock-in-trade and marketing material at cost. Plant and equipment and other assets acquired at the time of entering into or during the franchise, must be offered to the franchisor at written down value, who must advise the franchisee within seven days of receiving such offer, whether the franchisor will purchase these assets. When applicable the title of any assets of the franchisee not removed from franchise premises for which the franchisor is responsible, within 28 days of termination of the franchise, will vest in the franchisor who may then dispose of those assets without reference to the franchisee.

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- (c) The franchisee hereby irrevocably appoints the franchisor to be its attorney to sign, complete, date and lodge any such forms on its behalf in the event of termination of this agreement.

30. Restraint of trade

During the currency of this agreement and for a period of 12 months after the expiration or termination hereof, neither the franchisee, the nominated representative or the principals shall directly or indirectly be involved, whether alone or in partnership, or as an employee, agent, director, beneficiary, member, shareholder, consultant or adviser, in any firm association trust or corporation which is engaged or concerned in or carries on in any manner whatsoever, or has a pecuniary interest of any kind in any business or undertaking involved in the supply of any goods or services competitive with the products and services of the franchise within the territory.

31. Dispute resolution

If a dispute arises between the parties, the complainant must not commence any court or arbitration proceedings, except where that party seeks urgent interlocutory relief, unless it has first complied with this clause:

(a) **Notification**

The complainant must inform the respondent in writing of the following:

- (i) The nature of the dispute;
- (ii) The outcome the complainant desires, and
- (iii) The action the complainant believes will settle the dispute.

(b) **Endeavour to resolve dispute**

On receipt of the complaint by the respondent, both parties will make every effort to resolve the dispute by mutual negotiation within 14 business days.

(c) **Mediation**

Any unresolved dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation under the Mediation Rules of the Resolution Institute.

(d) **Survival of this clause**

This clause survives termination of this deed.

32. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or

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- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
 - (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
 - (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

33. Costs

Each party shall bear its own costs in relation to the preparation and execution of this agreement.

34. Independent contractors

The parties acknowledge that they are independent contractors and agree that at no time will they hold out that they are in a relationship of partnership, employment, agency or any other relationship other than independent contractors as franchisor and franchisee.

35. Personal Property Securities Act

(a) Charge

The franchisee hereby charges its assets and undertaking in support of its obligations and liabilities under this agreement in favour of the franchisor and confirms that the franchisor may register this charge on the PPSR.

(b) Security agreement

(i) The franchisee agrees, if requested by the franchisor, that it may enter into a security agreement with the franchisor on commercial terms as prepared by the franchisor's solicitors (the 'security agreement').

(ii) The franchisee agrees that it shall, within 14 days of request from the franchisor, do all things and sign all documents as required by the franchisor to register the security interest created over the franchisee's assets by this agreement and any security agreement.

(iii) The franchisor may exercise its rights under the security agreement any time after the franchisee fails to comply with this agreement, without the franchisor first having to take any action or enforce any of its other rights against the franchisee.

(iv) The franchisee will be entitled to a release of the security agreement when all its obligations under this agreement have been satisfied.

(c) Further assurances

The franchisee agrees that it will promptly take such action as the franchisor may require (including providing information or signing

documents) to ensure that any security interest granted in favour of the franchisor attaches to the secured property and to enable the franchisor to perfect any such security interest or otherwise exercise any rights that it may have under the personal property security law in relation to the secured property.

(d) PPSA acknowledgements and waiver

- (i) The franchisee acknowledges that it has no rights under, or by reference to, sections 125, 142 and 143 of the PPSA if it defaults and the franchisor takes enforcement action under this agreement in respect of the secured property;
- (ii) The franchisee waives its rights to:
 - (1) receive any notice under sections 95, 130 and 135 of the PPSA in relation to the enforcement of any security interest over the secured property;
 - (2) receive a statement of account under section 132(3)(d) and 132(4) of the PPSA if the franchisor disposes of any of the secured property following repossession of that secured property; and
 - (3) receive a copy of, or notice of, any verification statement confirming registration of a financing statement or a financing change statement relating to any security interest under, or provided for by, this agreement.
- (iii) Except if section 275(7) of the PPSA applies, each party to this agreement agrees not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available.

SCHEDULE

The business name is .

The commencement date is .

The franchisee is .

The principals are .

The first nominated representative is [Nominated representative].

The term is .

The further term is .

The territory is the area defined as .

The intellectual property of the franchisor means .

The business premises means .

The training fee is \$.

The initial capital investment fee is .

[The franchise service fee is per month increased annually by the same percentage as the percentage increase in the Consumer Price Index for the capital city of New South Wales all groups and payable within seven days of the end of each month.

OR

The franchise service fee is % of the monthly gross sales of the franchisee and payable within seven days of the end of each month.]

The advertising and marketing fund fee is \$ per month payable within seven days of the end of each month.

The percentage of the gross sales price payable to the franchisor on sale of the franchise is %.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY in the presence of:)
)
.....	Signature
Signature of witness	
.....	
Print name of witness	

SIGNED BY in the presence of:)
)
.....	Signature
Signature of witness	
.....	
Print name of witness	

SIGNED BY in the presence of:)
)
.....	Signature
Signature of witness	
.....	
Print name of witness	

SIGNED BY [NOMINATED)
REPRESENTATIVE] in the presence)
of:	
.....	Signature
Signature of witness	
.....	
Print name of witness	