

## GENERAL TERMS & CONDITIONS

IFG LLC uses the following General Terms & Conditions with respect to services delivered to the Member: The terms and conditions apply to the current year, but will automatically survive, unless cancelled or overridden by terms of a more recent date.

### 1. Description & Definitions

- 1.1. The INTERNATIONAL FRANCHISE GUIDE LLC which has its registered offices in Delaware, file number 44008-7, its principle office in the USA is 1814 Franklin Street # 440, Oakland CA 94612, USA and its principle European office is Churcham House, 1 Bridgeman Road, Teddington TW11 9AJ, United Kingdom - hereafter referred to as "IFG".
- 1.2. The IFG are in the business of producing products and services for the international franchise market place, in particular they are the Publisher of "Bond's International Franchise Guide in partnership with FranFIND" and organiser of the International Franchise Program and owner of the [www.franchisingeu.com](http://www.franchisingeu.com) and may determine to offer further or other products or services at its sole discretion.
- 1.3. The "Member" is a company, organisation, firm or individual who has completed and submitted a "Membership form" and/or an "International Questionnaire" to IFG. Both the "Membership Form" and the "International Questionnaire" are displayed on [www.franchisingeu.com](http://www.franchisingeu.com)

### 2. Payment

- 2.1. Once a member has submitted the "Membership Form" or the "International Questionnaire", IFG will review the documentation for acceptance. IFG reserves the right to refuse any Membership or advertising or services and products at its sole discretion.
- 2.2. In consideration of participation in the International Franchise Program and for the allocation of space in "Bond's International Franchise Guide - in partnership with FranFind" or allocation of space on one of IFG's websites, including [www.franchisingeu.com](http://www.franchisingeu.com), the Member shall pay IFG the annual "Membership Fee".
- 2.3. All payments under this Agreement are subject to sales tax, VAT or other similar sales tax if and where these taxes need to be levied.
- 2.4. The annual Membership Fee becomes due once the Member has submitted either the Membership Form and/or the International Questionnaire, whichever is earlier. Invoices will be processed by IFG and sent to the Member either by mail, fax or e-mail. Invoices will be based on the information contained on the Membership Form, returned to IFG.
- 2.5. The Member agrees that payment of IFG's invoices will be made strictly in accordance with the credit terms stated thereon. Typically the annual Membership Fee needs to get paid in advance and any invoice is to be paid within 14 days from the invoice date by IFG or as otherwise stated on the invoice.
- 2.6. Payment of the respective invoices have to be in the way stated on the invoice, this can be by electronic funds transfer, cheque, credit card or other, as determined at its sole discretion by IFG
- 2.7. The Member recognises that if payment of the invoices is not made by the due date for payment, it may result in the matter being referred to a Collection Agency for recovery of the invoice debt; if so the Member agrees to indemnify IFG against the cost the IFG incurs in referring this matter to a Collection Agency to pursue the debt, including all incidental costs of recovering the debt and interest as applicable.

### 3. Term

- 2.8. In the event that the Member fails to pay any sum due to IFG, whether under this clause or otherwise, IFG shall be under no obligation to provide any of its services or products and shall be under no obligation to refund any monies to the Member hereunder.
- 3.1. The Member is not permitted to transfer his annual Membership Fee to any other company or services offered by IFG, except if IFG agrees this in writing.
- 3.2. The term of this Agreement and the Membership rights herein granted by IFG to the Member shall commence on the Effective Date, that is the date when either the "Membership Form" or the "International Questionnaire" was received by IFG, whichever is the earlier – or as referenced on the initial invoice – and the initial term is for the first 12 months period. The 12-month term to be extended automatically every year thereafter for another annual membership term, that is another 12-month term, unless otherwise terminated in accordance with the terms of this Agreement.
- 3.3. The annual membership fee charged for the 12 month extension of the relationship shall be due to IFG, beginning on the date of the first extension and on the same date each year thereafter for each subsequent extension.
- 3.4. The Member will pay all indebtedness to IFG, as reflected by invoices rendered by IFG, in strict accordance with the payment and credit terms applicable thereto from time to time. Any such amount not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date to the fullest extent permitted by law. The payment of such interest shall not be deemed to authorize any delay in payment of such invoices, statements or other amounts.
- 3.5. The Member shall have a price guarantee of the initial Membership Fee when he joined for the initial services plus a fixed increase 5% every year to off-set again inflation for as long as the original contract exists and has not been cancelled and for the life of the company/member. Other and additional products or services are not under this price guarantee and the Member can purchase these at regular or agreed prices with IFG.
- 3.6. For a period of thirty (30) days preceding each anniversary of the Effective Date, the Member will have the right, privilege and option, upon written notice to IFG, to terminate this Agreement without cause, for any reason whatsoever – otherwise the annual Membership will be extended for another term. Any cancellation of the annual membership must be received by IFG by recorded postal delivery; proof of postage may be required in cases of dispute.
- 3.7. IFG may terminate the Membership Agreement at any and all times and without giving any reason. Members do not have any claim for any damage upon terminating the Agreement. Termination of the Membership Agreement under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation, or liability of Member to IFG that may have accrued hereunder, including without limitation, any such debt, obligation, or liability that was the cause of termination or arose out of such cause.

### 4. Membership Information, liability and complaints:

- 4.1. Information to be included on the Websites has to comply with formats and standards provided by IFG.
- 4.2. The Member is at all times responsible for the correct content and up-to-date information, including updating the information as necessary.
- 4.3. The Member will indemnify IFG in respect of each and every liability arising out of the infringement of copyrights (e.g. in regards to any photographic material provided by the Member

etc.) and any claims by outside parties concerning erroneous information of the Member on the website or in the publication 7. (Bond's International Franchise Guide in partnership with FranFIND) or any other claims related to services or product or information provided by the Member.

- 4.4. IFG excludes any and all liability in respect to the Member which is related to a (temporary) breakdown of any of its Websites.
- 4.5. IFG also excludes any and all liability in respect to the date or month in which the publication of Bond's International Franchise Guide in partnership with FranFIND will be made available or in what quantity the copies to be produced can be changed at the full discretion of IFG.
- 4.6. In the event of any abandonment, postponement of limitation of any of IFGs products or services, including specifically the production or distribution of "Bond's International Franchise Guide – in partnership with FranFind" and its websites, including [www.franchisingeu.com](http://www.franchisingeu.com), which are beyond the control of IFG, the Member shall have no claim against IFG for any direct or indirect resulting loss or damage.
- 4.7. Complaints made by outside parties are to be dealt with by the Member directly, without mediation by IFG.

## 5. Products and Services and Liability

- 5.1. IFG reserves the right to change the number of planned international franchise shows and or major franchise events it attends or participates in. Furthermore, it reserves the right to change the location and selection of any specific shows and events as well as countries and cities at any time without notice and any such change shall not continue grounds for the cancellation of the membership on the part of the member.
- 5.2. IFG reserves the right to change the sponsors or supporters of its products and services at anytime without notice and any such change in sponsors or supporter shall not continue grounds for the cancellation of the membership on the part of the member.
- 5.3. Presence at any of the planned international franchise shows and/or major franchise events can be through an IFG stand, partner stands, distribution at the show through displays, or attendance or in any other form, way or manner which IFG deems appropriate and may decide on.
- 5.4. The membership number for the International Programme of IFG is initially limited to up to 250 franchisors in addition to franchise professionals, such as consultants, financial institutions, attorneys, etc, but may be altered downward or upward any anytime at the full and only discretion of IFG

## 6. Member Information, Translations, Ranking and Direct References:

- 6.1. IFG retains the right to translate the information provided by the Member into other languages and to shorten or standardize it.
- 6.2. If IFG has an indication that the information about the Member, including on the Website or in the Guide, etc., is not correct, IFG retains the right to exclude or adapt the information.
- 6.3. The order in which the Members are listed on any of IFGs website, the so-called ranking, is determined unilaterally by IFG. It is not possible for the Member to claim in any way against IFG about the ranking decided by IFG.
- 6.4. The Member is not entitled to have its telephone numbers, direct email addresses or other direct member references be listed on any of IFGs LLCs Website.
- 6.5. The Member is not entitled to have any other websites linked, or any references made to hyperlinks to its own Member website/s or that of third parties.
- 6.6. IFG is entitled to offer the Member's information to third

parties.

## Assignment

- 7.1. IFG has the right to assign both the delivery of its services as well as the entitlement to any payments to its partners or third parties. In the case that IFG assigns the contract to a third party, it will inform the Member and unless the Members objects in writing to this assignment, than the contract shall continue as is and unaltered.
- 7.2. LLC may, as it deems appropriate, assign the Membership Agreement to any person or entity, and all references in this Agreement to IFG shall include either IFG or such assignee as the case may be.

## 8. General

- 8.1. The headings are intended for ease of reference only and shall not be construed part of this contract.
- 8.2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto (including the parties whose signatures follow those of IFG and the Member) and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 8.3. This Agreement, entered into between the Member and IFG or any of its subsidiaries or affiliated corporations or other entities, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof.
- 8.4. There are no representations, undertakings, agreements, terms or conditions not contained or referred to herein.
- 8.5. This Agreement supersedes and extinguishes any prior written agreement between the parties, provided that it shall not abrogate, impair, release, or extinguish any debt, obligation or liability of Member to IFG Franchisor accrued prior to the execution of this Agreement nor cancel any credit owed by Member to IFG at said time.
- 8.6. If any provision of this Agreement shall be invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision shall be deemed modified to the extent necessary to render the same valid, or as not applicable to given circumstances, or to be excised from this Agreement, as the situation may require, and this Agreement shall be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein, as the case may be, it being the stated intention of the parties that had they known of such invalidity or unenforceability at the time of entering into this Agreement, they would have nevertheless contracted upon the terms contained herein, either excluding such provisions, or including such provisions only to the maximum scope and application permitted by law, as the case may be. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Section shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision.
- 8.7. Any dispute shall be subject to binding arbitration by the International Franchise Association in the United States.
- 8.8. This contract shall be construed in accordance with the laws of Delaware.