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| **Document name:** | Restaurant Franchise Agreement |
| **Document Summary:** | Franchise Agreement for the franchising of a restaurant concept and the licensing of the associated intellectual property. |
| **PLEASE READ:**    *This precedent has been prepared by Al Tamimi & Company without reference to any particular matter, transaction or set of facts.  Substantive changes to this precedent may be required to adapt it to the requirements of a specific client or matter.  As of the date of publication, this template has been drafted pursuant to all applicable legislation and statutes. Laws and/or procedures may have changed since this precedent was published.*      ***NOTE: THIS IS A BASIC SAMPLE ONLY AND SPECIFIC ADVICE SHOULD BE SOUGHT FROM COUNSEL DULY LICENSED TO OPINE ON THE LAWS OF THE UNITED ARAB EMITRATES PRIOR TO A PARTY ENTERING INTO SUCH AN AGREEMENT.*** | |
| **Notes:**   1. The draft contemplates the governing law to be UAE law. 2. This draft also authorises the opening and operation of one single restaurant outlet at a fixed location. 3. The obligations of the parties under the agreement are subject to the franchisee obtaining ownership or a lease rights to the approved location and that all the restaurant fit out works are performed in accordance with the franchisor’s requirements. 4. In terms of fees, the franchisee will pay an initial franchise fee and then a percentage of turnover as royalties to the franchisor. | |

**FRANCHISE AGREEMENT**

**This franchise agreement** is made on [*insert date*].

**BETWEEN:**

1. [***INSERT NAME OF RELEVANT FRANCHISOR ENTITY***], [*insert description and address*] (the “**Franchisor**”); and
2. [INSERT ***NAME OF RELEVANT FRANCHISEE ENTITY***], [*insert description and address*] (the “**Franchisee**”),

(each a “**Party**” and together the “**Parties**”)

**RECITALS**

1. The Franchisor has developed certain intellectual property rights, both within the [*insert country*] and outside its borders, including the Marks and Trade Name and has spent a great deal of time, effort and money to create and to continue to develop the System.
2. The Franchisor would now like to grant to the Franchisee and the Franchisee would like to accept from the Franchisor a [non-exclusive] OR [exclusive] right to operate a [*insert restaurant name*] at the Approved Location upon the terms and conditions below.

**AGREEMENT**

1. Definitions
   1. For the purpose of this Agreement the following words or phrases shall have the following meanings:

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| **“Affiliate”** | in respect of the Franchisor or the Franchisee:  (i) any person (“**parent**”) which holds or controls directly or indirectly more than 50% of the shares carrying the right to vote at a general meeting, or its equivalent, of the company in question; or  (ii) any person with respect to which a parent as defined in subsection (i) above, holds or controls directly or indirectly more than 50% of the shares carrying the right to vote at a general meeting, or its equivalent; |
| **“Agreement”** | this Agreement including its schedules; |
| **“Approved Location”** | the approved location of the Restaurant to which this Agreement relates, being [*insert address*], or such other location as may be approved by the Franchisor in writing; |
| **“Business”** | the business of operating a restaurant under the Trade Name utilising the Marks and the System and selling the Franchisor Products to the public from the Restaurant; |
| **“****Commencement Date”** | the earlier of [*insert date*] or the date when the Restaurant Opening Date (as defined in clause 5.1(a) below), whichever is first. The Commencement Date may be extended only with the written consent of the Franchisor; |
| **“Confidential Information”** | has the meaning given to such term in clause 17; |
| **“Good Standing”** | timely compliance by the Franchisee and the Franchisee’s Affiliates with all provisions of this Agreement and the Manual (if applicable), specifically including provisions for timely payment of amounts owed by the Franchisee to the Franchisor or its Affiliates; |
| **“Manual”** | means the operations manual developed by the Franchisor, if any, for the establishment and operation of the Business and for use of the Marks and Trade Name; |
| **“Marks”** | selected trademarks, service marks, trade dress, logos, slogans and other commercial symbols used by the Franchisor in relation to the Business from time to time to be licensed by the Franchisor to the Franchisee under this Agreement including those set out in schedule 1; |
| **“Payment Date”** | means the 10th day of the month which follows each calendar month during the Term from the Commencement Date provided, however, that the last Payment Date shall be the date on which this Agreement is terminated; |
| **“Restaurant”** | the [*insert name*] located at the Approved Location at which the Franchisee is authorised by the Franchisor pursuant to this Agreement to conduct the Business; |
| **“System”** | the Franchisor’s business methods, technical knowledge and marketing concepts licensed by the Franchisor to the Franchisee under this Agreement. These include the right to use the Franchisor’s training methods, training aids, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, book keeping and accounting procedures, documentation of business practices and procedures, distinctive signs, trade dress, architectural design, layout of premises, colour schemes of premises and business materials, uniforms and employee training techniques; |
| **“Term”** | has the meaning given to such term in clause 3.1; and |
| **“Trade Name”** | the commercial name [*insert name*]; |
| **“UAE”** | means the United Arab Emirates. |

* 1. Unless the context otherwise admits references in this Agreement to:
     1. “clauses” and “schedules” shall be references to clauses and schedules to this Agreement;
     2. the singular includes the plural and *vice versa*;
     3. persons includes individuals, firms, corporate bodies and unincorporated associations; and
     4. the words “other”, “including” and “in particular” do not link the generality of any preceding word and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

1. Grant of Licence
   1. The Franchisor grants to the Franchisee and the Franchisee accepts from the Franchisor a non-exclusive, non-transferable right during the Term solely for the purpose of operating the Business at the Approved Location subject to the terms and conditions set out in this Agreement and the Manual (if applicable).
   2. The Franchisee may use the Trade Name, Marks and System only in the operation of the Restaurant. The Franchisee may not use any other trade name or marks in connection with the Restaurant.
   3. The Franchisee will not sublicense or permit a third party to use the Trade Name, the Marks or the System.
   4. The Franchisee represents and warrants to the Franchisor that it is, and will at all times be the [*lessee or the owner*] of the Approved Location during the Term and, as such, the Franchisee is fully entitled to establish and to exploit by itself the Business at the Approved Location during the Term.
   5. This Agreement is conditional in all respects upon:
      1. the grant to the Franchisee of [*a lease of or title to*] the Approved Location on or before the Commencement Date; and
      2. the performance of all fit out works to the Approved Location being carried out by contractors approved by the Franchisor within a time frame approved by the Franchisor and otherwise in accordance with the requirements of the Franchisor and the terms of this Agreement.
2. Term and Renewal
   1. Subject to clause 14, the initial term of this Agreement will begin on the Commencement Date and will continue for a period of [five (5)] years (the “**Term**”).
   2. Subject to clause 14, the Franchisee will have the right to renew this Agreement for a further period of [five (5)] years following the expiry of the Term on the same terms and conditions as those on which the Franchisor is customarily granting new restaurant franchise agreements at the time of renewal or, if there are no customary terms for new restaurant franchise agreements at the time of renewal, upon terms negotiated by the Parties in good faith, if at the time of renewal the following conditions are fulfilled:
      1. the Franchisee is in Good Standing under (i) this Agreement, (ii) any other agreement between the Franchisor and the Franchisee, and (iii) the Manual (if applicable); and
      2. the Franchisee has notified the Franchisor in writing at least ninety (90) days before the expiry of the Term of its wish to renew.
   3. The Franchisee agrees that the terms of the standard restaurant franchise agreement in use by the Franchisor at the time of any renewal may be materially different from those contained in this Agreement. Changes may include increased and/or different types of fees or changes to the Franchisor’s responsibilities or both.
3. Services to the Franchisee
   1. Provided that the Franchisee is, at the time when the applicable service is to be rendered, in Good Standing under (i) this Agreement, (ii) any other agreement(s) between the Franchisor or the Franchisee, and (iii) the Manual (if applicable), the Franchisor shall:
      1. assist the Franchisee in procuring supplies, services and equipment necessary for the operation of the Business;
      2. develop a promotional campaign which the Franchisee must implement for the first three (3) months of operation of the Restaurant;
      3. provide the Franchisee with all necessary business correspondence and operations templates which the Franchisee must use exclusively in connection with the operation of the Business at the Restaurant; and
      4. not licence any other party to open and operate a [*insert name*] restaurant within [*insert appropriate exclusion zone*] of the Restaurant.
4. Training
   1. The Parties further agree that during the Term and in order to provide training and ensure compliance by the Franchisee with its obligations hereunder, the Franchisor shall, at the cost of the Franchisee, be entitled to dispatch one (1) of its senior level manager, partner or director of the Franchisor to the Restaurant as follows:
      1. for a maximum of two (2) visits during the first calendar year following the Restaurant Opening Date; and
      2. for a maximum of one (1) visit for each calendar year for the remainder of the Term.
5. Payments by the Franchisee
   1. All payments made to the Franchisor by the Franchisee will be made in [*insert currency*] by telegraphic transfer directly to the account of the Franchisor at [*insert account details*], or to any other bank account that the Franchisor later designates in writing. All costs of conversion and transmittal will be paid by the Franchisee.
   2. The Franchisee will pay the Franchisor a non-refundable initial fee of AED [*insert amount*] immediately upon executing this Agreement.
   3. The Franchisee shall pay to the Franchisor on a monthly basis on or before the relevant Payment Date a royalty equivalent to [*x% (six per centum)*] of the turnover of the Restaurant in the relevant quarter.
6. Interest on overdue payments

The Franchisee shall pay to the Franchisor interest in respect of all arrears and overdue payments due and owing by the Franchisee to the Franchisor. Such arrear payments shall bear interest from day to day from the due date to the actual date of payment at an annual rate of 3% (three per centum) per annum, capitalised monthly, above the base or prime rate as quoted from time to time by [*insert Franchisor’s bank*].

1. quality assurance audits and inspections

The Franchisee shall allow the Franchisor or its authorised representative, on reasonable written notice, access to the Approved Location in order to inspect the Franchisee's operations of the Restaurant and, in particular to undertake a quality assurance audit in order to verify compliance with the Franchisor’s high standards of quality and service and the terms of the Manual (if applicable) and to generally offer guidance and assistance in the operation of the Business. Any costs associated herewith shall be dealt with in accordance with clause 5.5 above paid to the Franchisor within thirty (30) days after invoice therefor.

1. On site inspection and fee

If the Franchisor determines at any time during the term of this Agreement that it is necessary or desirable to send personnel of the Franchisor’s choosing to the Restaurant to train or assist Franchisee in the management of the Restaurant (due to problems noted by the Franchisor’s personnel, issues identified during quality assurance audits or inspections of the Restaurant and similar matters), Franchisee agrees to pay all expenses and salaries or per diem charges for such personnel (which shall include all travel expenses, accommodations and meals). Any costs associated herewith shall be dealt with in accordance with clause 5.5 above and paid to the Franchisor within thirty (30) days after invoice therefor.

1. Obligations of the Franchisee

The Franchisee shall:

* 1. operate the Restaurant in a clean, safe and orderly manner, providing courteous, first-class service to the public;
  2. make every reasonable effort to increase the sales and business of the Restaurant;
  3. purchase all products of a perishable nature only from local suppliers approved by the Franchisor in writing;
  4. follow and abide by the requirements of the Manual (if applicable) and at all times keep, operate and maintain the Restaurant in strict compliance with the Manual (if applicable);
  5. not promote any third party or their products or services from the Restaurant without the prior written approval of the Franchisor;
  6. obtain and maintain throughout the Term any and all necessary registrations, licenses and/or permits that may be required by the laws in the UAE to conduct the Business from the Restaurant and if the Franchisee is unable to obtain and maintain throughout the Term any necessary registrations, licences or permits the Franchisor may, at its sole option, terminate this Agreement.
  7. comply with all statutes, by-laws, regulations and requirements of any applicable government or other competent authority relating to the operation of the Restaurant including, without limitation, any applicable food control and public health and safety regulations; and
  8. subject to applicable local laws and regulations, ensure that the Restaurant shall be open for business seven (7) days per week throughout the year at least during the hours from 8am to 12am, or such other hours as may from time to time be specified by the Franchisor.

1. Development of THE SYSTEM
   1. The Franchisee understands that the System is subject to ongoing development. The Franchisor undertakes to timely notify the Franchisee of the further development of the System but in any event no less than sixty (60) days’ written notice.
   2. The Franchisor shall consult the Franchisee about the implementation of any further development of the System and make reasonable arrangements with it, for example, concerning the period within which the work required to accommodate it is to be performed.
2. REPORTING AND RECORD KEEPING
   1. The Franchisee shall maintain during the term of this Agreement complete and accurate books, records and accounts in conformity with local law for the preparation and maintenance of such books, records and accounts at the Restaurant, and in the form and manner prescribed by the Franchisor, from time to time, in the Manual (if applicable) or otherwise in writing by the Franchisor. The Franchisee acknowledges and agrees that the Franchisor may require the Franchisee to maintain such information electronically and that the Franchisor may have direct access to such information.
   2. The Franchisee shall complete and submit to the Franchisor on a regular continuous basis (including but not limited to financial statements reviewed by an independent certified public accountant) such reports as are required by the Manual (if applicable) or otherwise in writing by the Franchisor. Each such report shall be in the form and frequency, present the information, and be prepared and/or reviewed or certified by persons, required by or described in the Manual (if applicable) or otherwise in writing by the Franchisor.
   3. The Franchisee shall install and employ a [*insert name of system*] or other similar point of sales system approved by the Franchisor and related software to tabulate and record all sales and other customer data (the “**POS System**”). The Franchisee shall register, or cause to be registered, upon the POS System at the time of sale, all sales made upon or originating from the Restaurant, whether for cash or on credit, and shall comply with all normal practices and procedures regarding the use of the POS System and the recordation of sales. The registration shall be made real-time at the time the sale is made and a receipt from the POS System showing the correct amount of purchase shall be produced at that time. Subject to applicable local laws and regulations in [*insert location*], the Franchisee shall permit and arrange for the Franchisor to access on a real-time basis all information in or generated by the POS System.
3. non-compete

Franchisee shall not at any time during the Term, and for eighteen (18) months after the termination or expiration of this Agreement, individually or in conjunction with any person or entity, have any interest as an owner, investor, shareholder, partner, member, lender, director, officer, manager, employee, consultant, guarantor, representative, or agent or in any other manner whatsoever, directly or indirectly, carry on or be engaged in, financially or otherwise, or advise in the establishment of any entity which is granting franchises or licenses to others to operate a restaurant similar to the Restaurant, except pursuant to franchise agreements with the Franchisor

1. Termination
   1. The Franchisor shall be entitled to terminate this Agreement, without the need for a court order, on thirty (30) days written notice to the Franchisee (provided such default is not cured to the reasonable satisfaction of the Franchisor during that notice period) in the event that the Franchisee:
      1. fails to submit to the Franchisor in a timely manner any information the Franchisee is required to submit under this Agreement;
      2. fails to begin operation of the Restaurant by the Commencement Date or if the Franchisee fails to operate the Restaurant in accordance with this Agreement or the Manual (if applicable) at any time during the term of this Agreement;
      3. defaults in the performance of any material obligation under this Agreement or any other agreement with the Franchisor;
      4. fails to make any payment when due under this Agreement or any other agreement between the Franchisee and the Franchisor or an Affiliate of the Franchisor;
      5. misuses the Marks, Trade Name or the System or engages in conduct which reflects materially and unfavourably on the goodwill associated with it or if the Franchisee uses in the Restaurant any names, marks, systems, logos, or symbols that the Franchisor has not authorised the Franchisee to use; or
      6. or any of the Franchisee's Affiliates or related parties uses the Marks, Trade Name or the System otherwise than in the Restaurant.
   2. The Franchisor shall be entitled to terminate this Agreement immediately, and without the need for a court order, on written notice to the Franchisee in the event that the Franchisee:
      1. attempts to assign the Franchisee's rights under this Agreement in any manner not authorised by this Agreement;
      2. refuses the Franchisor and/or its authorised representative access to the Approved Location for purposes of clauses 8 and 9 above.
      3. or any of the Franchisee’s Affiliates having made any material misrepresentation in connection with the acquisition of the Restaurant or in inducing the Franchisor to enter into this Agreement;
      4. acts without the Franchisor’s prior written approval or consent with regard to a matter for which the Franchisor’s prior written approval or consent is expressly required by this Agreement;
      5. ceases to operate the Restaurant, for a period of [ninety (90)] or more consecutive days;
      6. fails to correct permanently a breach of this Agreement, or to meet the standards set out in the Manual (if applicable), after being twice requested in writing by the Franchisor to correct the problem in any twelve (12) month period; or
      7. is unable to pay its debts or is deemed or becomes bankrupt, or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or makes any conveyance or assignment for the benefit of its creditors, or purports to do so, or has a receiver or manager or an administrator appointed over its assets or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the Franchisor means that the Franchisee may be unable to pay or to have no reasonable prospect of being able to pay its debts.
2. effects of termination
   1. Franchisee shall, immediately upon the expiration or termination of this Agreement, do the following:
      1. stop all use of the Marks and the Trade Name;
      2. stop all use of the System and Confidential Information (defined in clause 19 below);
      3. return to the Franchisor all complete and partial copies of the Manual in Franchisee’s possession or under its control;
      4. stop all use of all telephone numbers, facsimile numbers, e-mail addresses, home pages, web sites and the like that are associated with the Restaurant or the Franchisor and, if the Franchisor should so request, co-operate with the Franchisor in causing all applicable telephone companies and other service providers to reassign such numbers and addresses to the Franchisor or its nominee including, without limitation, signing telephone transfer forms upon the execution of this Agreement or upon demand by the Franchisor for use by the Franchisor upon expiration or termination of this Agreement;
      5. alter the Restaurant to remove or conceal those features which tend to contribute to its identification as a [*insert name*] restaurant and be responsible for all associated costs. If the Franchisee shall fail to make or cause to be made any such removal, the Franchisor shall have the right to make such removal at the sole expense of the Franchisee, which expense the Franchisee shall pay to the Franchisor upon demand; and
      6. sign any and all documents which the Franchisor requests to evidence termination of this Agreement.
3. Intellectual Property Rights
   1. The Franchisee hereby recognises and acknowledges the Franchisor’s and/or any of the Franchisor’s Affiliates exclusive right to the Trade Name and Marks whether used alone or in conjunction with any other words and to the Franchisor’s methods of carrying on the Business and all parts thereof including without limitation the Manual (if applicable) and all bulletins, procedures, supplements, forms, advertising matter, copyrights, devices symbols, trademarks, names, services marks, designations and slogans form time to time used as part of or in connection with or with application to the Business and to all copyrights, trademarks, service marks, registrations, registered designs, and trade names now or hereafter applied for or granted or brought into being by the Franchisor and to use and grant the right to others to use the Trade Name and Marks in connection with the carrying on of the Business using the Trade Name and agrees that the Franchisee’s use of the Trade Name and Marks or any other mark, name or designation hereunder shall enure for the sole benefit of the Franchisor and shall not create any rights whatsoever in the Franchisee.
   2. The Franchisee may use the Marks on various materials, such as business cards, stationery and checks, provided the Franchisee (i) accurately depicts the Marks on the materials as in accordance with this Agreement and as may be prescribed by the Franchisor, from time to time, (ii) includes a statement on the materials indicating that the Business is independently owned and operated by the Franchisee at the Approved Location, (iii) do not use the Marks in connection with any other trademarks, trade names or service marks unless specifically approved by the Franchisor in writing prior to such use, and (iv) make available to the Franchisor, upon the Franchisor’s request, a copy of any materials depicting the Marks.
4. Confidentiality
   1. The Franchisee acknowledges and agrees that the information, ideas, forms, marketing plans, and other materials disclosed to the Franchisee under this Agreement, whether or not included in the Manual (if applicable), are confidential and proprietary information and trade secrets of the Franchisor (“**Confidential Information**”). The Franchisee agrees to maintain the confidentiality of all such material.
   2. The Franchisee may not disclose any Confidential Information to any third party, except in the following instances:
      1. where the disclosure is to the Franchisee's employees and agents as necessary in the regular conduct of the Business; and/or
      2. where the disclosure is authorised in writing by the Franchisor; and/or
      3. where the Franchisee is legally required to do so under applicable mandatory laws and/or regulations, in which case the Franchisee shall notify the Franchisor of all such laws and regulations and the need to make the disclosure prior to any such disclosure and provided that in all such cases any disclosure shall be strictly limited to the mandatory requirements of such laws and regulations.
5. Insurance

Franchisee shall, at Franchisee’s expense, procure before the commencement of Business, and maintain in full force and effect during the entire term of this Agreement, an insurance policy or policies protecting Franchisee and Franchisor, and their directors and employees, against any loss, liability, or expense whatsoever from fire, personal injury, theft, death, property damage, errors and ommissions or otherwise, arising or occurring upon or in connection with the Franchise operation or by reason of Franchisee’s occupancy of the business premises.

1. WAIVER

The failure of either Party to enforce at any time any of the provisions hereof or any right with respect thereto shall not be construed to be a waiver of such provisions of a waiver of the right of such Party thereafter to enforce any such provision or right.

1. NOTICES
   1. Any notice to be served under this Agreement may be delivered by hand (with receipt confirmed in writing) or sent by registered courier to the Party to be served at its address set out in the preamble of this Agreement or as otherwise agreed between the Parties in writing.
   2. All such notices or communications will be deemed to have been duly given or made:-
      1. when delivered by hand; or
      2. upon delivery by registered courier,

provided always that if such notice is given on a day other than a business day the notice will be deemed to have been given on the next day which is a business day. “Business day for purposes of this clause shall mean a day on which banks are open for normal business in the UAE.

1. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

1. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous verbal or written agreements and negotiations between the Parties and this Agreement, including this clause, may only be modified or amended if mutually agreed in writing and signed by the duly authorised representatives of the Parties.

1. FORCE MAJEURE
   1. Neither of the Parties to this Agreement shall be responsible to any other Party for any delay in performance or non-performance of its obligations hereunder due to any cause beyond its reasonable control, but the affected Party shall promptly upon the occurrence of any such cause so inform the other Party in writing, and thereafter such Party shall use reasonable endeavours to comply with the terms of this Agreement as fully and as promptly as possible.
   2. If performance of the Agreement is suspended under this clause for more than [eight (8) consecutive weeks] either Party may by notice in writing to the other terminate this Agreement and without the need to obtain a court order.
2. INVALIDITY

If any Party of this Agreement is determined to be invalid, unenforceable or illegal the remainder shall be enforceable to the maximum extent possible.

1. SEVERABILITY

If any part of the Agreement becomes invalid, illegal or unenforceable the parties shall in such an event negotiate in good faith in order to agree the terms of a mutu­ally satisfactory provision to be substituted for the invalid, illegal or unenforcea­ble provision which as nearly as possible validly gives effect to their intentions as expressed in the Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termina­tion of the Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a nego­tiation.

1. REPRESENTATION

The Parties represent that they are legally entitled and empowered to perform all aspects of this Agreement and that they will take steps necessary to comply with the law and the diligent performance of all aspects of this Agreement the performance of their obligations hereunder to the other Party. The failure of any Party to comply with any legal requirements for any cause shall not discharge it from any of its obligation under the terms of this Agreement.

1. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

1. COSTS

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

1. LANGUAGE
   1. Any notice given in connection with this Agreement must be in Arabic.
   2. Any other document provided in connection with this Agreement must be:
      1. In Arabic; or
      2. (unless the Parties otherwise agree)
2. GOVERNING LAW AND DISPUTE RESOLUTION
   1. This agreement shall be governed and construed in accordance with the laws of the United Arab Emirates.
   2. The Parties shall endeavor to resolve all disputes or differences in relation to this agreement through good faith negotiations.
   3. Any dispute arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this agreement or arising there from or related thereto in any manner whatsoever which has not been resolved pursuant to clause 30.2 above within the 5 (five) days, shall be subject of the exclusive jurisdiction of the UAE courts.

[**The remainder of this page is left intentionally blank**]

[**Signatures follow Schedules**]

SCHEDULE 1

**Marks**

In witness whereof the Parties have executed this Agreement on the day and year first above written.

**SIGNED** by [*insert name*] )

the duly authorised representative of )

**[*INSERT NAME OF FRANCHISOR ENTITY*]** )

**SIGNED** by [*insert name*] )

the duly authorised representative of )

[***INSERT NAME OF FRANCHISEE ENTITY***] )