

FRANCHISE AGREEMENT

between

FIONA MARGARET DORSE

AND

.....
[FRANCHISEE]

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ANNEXURES:

ANNEXURE “A”

FRANCHISE AGREEMENT

1. PARTIES

1.1 **FIONA MARGARET DORSE, IDENTITY NUMBER 5603240093084;**

1.2

2. INTRODUCTION

2.1 The Franchisor has developed a specialised and distinctive dating service under the name and style of “**Corporate Dating**”.

2.2 The methods of trading have been developed by the Franchisor as a uniform method and philosophy of operation, client service, marketing, advertising, technical knowledge and operations relative to its Franchised Business.

2.3 The Franchisee recognises the benefits to be derived from being identified with and licensed by the Franchisor and being able to use the systems and information (including without limitation the Database) that the Franchisor makes available or will make available to the Franchisee. Accordingly the Franchisee wishes to obtain the right to operate and conduct the Franchised Business as a Franchisee of the Franchisor, in terms of this agreement.

3. DEFINITIONS

Unless inconsistent with or otherwise indicated by the context, the following terms will bear the meanings assigned to them in this clause:

“**Allocated Demographic**” the demographic or client base allocated to the Franchisee, distinguished on the basis of age, geographical area, culture and other

similar characteristics pertaining to prospective clients, as set out in annexure “A” hereto;

“the Corporate Identity” **Dating** the corporate identity of the Franchisor which includes, but is not limited to, the Franchisor’s image, any Trademarks and “*get-up*” used by the Franchisor, all identifying and distinctive marks and features unique to the business of the Franchisor, whether tangible or intangible and whether used now or at any time in the future;

“the Corporate Methods” **Dating** all the systems, methods and procedures developed and used by the Franchisor for the conduct of its business, and including, without limiting the generality of the foregoing:

- client selection procedures;
- set-up and start-up procedures;
- client relations;
- payment and collection procedures;
- method of use and maintenance of the Database and any other information in relation to the Franchised Business;
- marketing and advertising procedures;

“the Database” the database of all information pertaining to the Franchisor’s and all franchisees of the Franchisor’s clients (being potential suitors

for the Franchisee's clients, on the Franchisor's website (www.corporatedatinginternational.com), owned and maintained by the Franchisor for the purpose of carrying on its business;

“the Effective Date”

the date set out in Annexure “A”;

“the Franchised Business”

the Franchised Business which the Franchisee is hereby authorised and obliged to carry on, within the Allocated Demographic, using the Corporate Dating Methods and the Corporate Dating Identity;

“the Franchisee”

the party in clause 1.2;

“the Franchisor”

the party in clause 1.1;

“the Trademarks”

all Trademarks, whether registered or not, service marks, tradenames, logos, including but not being limited to, those listed or reflected in Annexure "A", and all copyright now, or at any time, vesting in the Franchisor.

4. ACKNOWLEDGEMENTS BY FRANCHISEE

The Franchisee acknowledges that:

- 4.1 the success of the Franchised Business is speculative and depends on the ability and efforts of the Franchisee and to a large extent on the establishment and maintenance of public confidence in the high quality and the standard of

- all aspects of the Franchised Business (including without limitation maintaining a high calibre of client and confidentiality constraints);
- 4.2 all franchisees are dependent on each other to establish and maintain the goodwill necessary to ensure the success of their operation;
- 4.3 it is in consequence, desirable and necessary that each franchisee conforms strictly to the high standards demanded by the Franchisor;
- 4.4 all franchisees must comply in every respect with the obligations imposed on them in order to ensure their mutual success and the maintenance and enhancement of the goodwill associated with the name "*Corporate Dating*";
- 4.5 the Franchisee has conducted an independent investigation of the Franchised Business contemplated by this agreement and recognises that the nature of the Franchised Business may evolve and change over time, that an investment in the franchise involves business risks, and that the success of the venture is primarily dependent upon the ability and efforts of the Franchisee; and
- 4.6 the Franchisee has not received or relied upon any warranty or guarantee, expressed or implied, as to turnover, profits or success of the Franchised Business.

5. **GRANT OF FRANCHISE**

- 5.1 With effect from the Effective Date, the Franchisor grants the Franchisee a franchise in respect of the Franchised Business within the Allocated Demographic, which shall continue indefinitely, unless this agreement is terminated in terms of clause 10.3, clause 19, 20 and/or clause 21, or simultaneously with the termination of the right to utilise the Corporate Dating Identity for any reason whatsoever.

- 5.2 The Franchisee shall not, without the prior written approval of the Franchisor, conduct the Franchised Business in any demographic other than the Allocated Demographic, including without limitation any demographic allocated to any other franchisee.
- 5.3 Provided the Franchisee is in compliance with this agreement, the Franchisor will not, without the prior written consent of the Franchisee, grant to any other person other than the Franchisee, a franchise to establish or operate business in respect of the Allocated Demographic.

6. **ESTABLISHMENT OF FRANCHISE**

- 6.1 At all times, the general appearance, get up, stationary or any other paraphernalia or documents used in connection with the Franchised Business must conform to the Corporate Dating Identity and such additional guidelines as may be laid down by the Franchisor from time to time.
- 6.2 With effect from the Effective Date and against payment in terms of clause 7, the Franchisee is entitled to access to and to use the Database in terms of this agreement. If the Franchisor should so require, the Franchisee shall be obliged to purchase any software or requisite licences from distributors or suppliers recommended by the Franchisor and shall not be entitled to purchase such items from any other parties.
- 6.3 The Franchisee shall not commence operation of the Franchised Business until the Franchisor has confirmed in writing that it is satisfied that the Franchisee is sufficiently equipped, skilled and trained (in terms of clause 10), to do so.
- 6.4 On or before the Effective Date, the Franchisee shall have acquired/set up:

- 6.4.1 a personal computer or laptop suitable for the use of the software and/or licences referred to in clause 6.2;
- 6.4.2 a cellular telephone on which the Franchisee can be contacted during reasonable hours;
- 6.4.3 a digital camera, the quality of which shall be to the satisfaction of the Franchisor;
- 6.4.4 the regular use of a fax machine and printer;
- 6.4.5 credit card facilities; and
- 6.4.6 a bank account in the name of the Franchisee.

7. **FRANCHISE FEE**

On or before the Effective Date, the Franchisee shall pay to the Franchisor an upfront franchise fee, in the amount reflected in Annexure "A". Such fee shall cover all training, the Corporate Dating Methods, use of the Corporate Dating Identity and the Database, know-how and guidance in respect of the Franchised Business.

8. **THE CORPORATE DATING IDENTITY**

- 8.1 The Franchisee shall use only the Corporate Dating Identity in the conduct of the Franchised Business and shall not use any other identity, get-up, trademark, words or symbols unless first approved in writing by the Franchisor.
- 8.2 The Franchisor will be entitled, in its discretion, to vary the Corporate Dating Identity upon written notice to the Franchisee. The Franchisee shall incorporate such variations to the Corporate Dating Identity in the Franchised Business within the time period that the Franchisor may direct in the notice.

- 8.3 All rights in and to all aspects of the Corporate Dating Identity, including copyright and proprietary rights in the Trademarks and any other intellectual property, belong to and vest in the Franchisor and the use by the Franchisee of the elements comprising the Corporate Dating Identity shall not give the Franchisee any proprietary rights in the Corporate Dating Identity whatsoever.
- 8.4 In no circumstances will the Franchisee apply for the registration of any of the Trademarks, any other aspect of the Corporate Dating Identity, or any mark confusingly similar thereto.
- 8.5 The Franchisee will notify the Franchisor immediately of any occurrence coming to its attention which may constitute passing off or an infringement of any aspect or part of the Corporate Dating Identity. The Franchisee will provide the Franchisor with such assistance as the Franchisor may reasonably require, at the expense of the Franchisor, in any action taken by the Franchisor in the protection of the Corporate Dating Identity.
- 8.6 The Franchisee shall, if required to do so, enter into a registered user agreement in respect of the Trademarks or any aspect of the Corporate Dating Identity which is capable of such registration and shall do all things and sign all documents necessary to effect such registration of its use thereof.

9. **OBLIGATIONS OF THE FRANCHISEE**

The Franchisee will:

- 9.1 use its best endeavours to conduct the Franchised Business to the highest standards of quality and service and use its best endeavours to promote and extend the Franchised Business. In this regard, the Franchisee will not do anything which might bring the Franchised Business into disrepute or have a detrimental effect on the Franchised Business, the businesses of other franchisees or the business of the Franchisor. In doing so, the Franchisee will

comply with all laws, whether national or provincial, regulations, codes of conduct, policies or other regulatory requirements pertaining to the Franchised Business;

9.2 operate the Franchised Business in accordance with, and comply with the Corporate Dating Methods in all respects;

9.3 operate the Franchised Business only under the name "*Corporate Dating*";

9.4 on or before the Effective Date notify the Franchisor (in writing) of the number of the cellular phone referred to in clause 6.4.2 and the details on the bank account referred to in clause 6.4.6, and any changes there in from time to time;

9.5 keep the Franchised Business open from 09h30 to 16h30 on weekdays with the exception of:

9.5.1 Wednesdays, when the Franchisee shall be entitled to close the Franchised Business at 13h00;

9.5.2 any period of annual leave which is to be taken from mid-December to mid-January;

9.5.3 any other period of leave, provided that the Franchisee has given the Franchisor reasonable notice thereof, either in writing or by leaving an audible and sufficiently detailed message on the Franchisor's answering machine;

9.5.4 weekends and public holidays;

subject always to clause 21.1;

- 9.6 upload all of its clients details onto the Database, for collective use by the Franchisor and the other franchisee's, in terms of their respective franchise agreements;
- 9.7 use the Corporate Dating Identity only in connection with the Franchised Business and not use the Corporate Dating Identity, or any part thereof as a business name or trading style other than in connection with the Franchised Business;
- 9.8 not, without the prior written consent of the Franchisor, register any company or close corporation with a name incorporating any aspect of the Corporate Dating Identity, or any name or mark confusingly similar thereto. Notwithstanding such consent, the Franchisee will change the name of such a company or close corporation on written notice from the Franchisor given at any time;
- 9.9 provide any other franchisees or the Franchisor, at the request of the Franchisor, with such information concerning the Franchised Business as the Franchisor may reasonably require;
- 9.10 at all times conduct itself and the Franchised Business in such a manner as not to harm the good name and reputation of the Franchisor or any other franchisee;
- 9.11 provide only such services as may be specified or authorised by the Franchisor from time to time and then upon the terms and conditions specified and authorised by the Franchisor, including but not limited to the indemnity and terms and conditions specified on the Franchisor's website from time to time;
- 9.12 not without the prior written consent of the Franchisor, conduct the Franchised Business through a company or close corporation, and in the event

that such consent is requested, the Franchisee shall in its request set out full details of the shareholders, directors or members of the company or close corporation, their percentage shareholding or membership and the exact nature of their shares or membership or any changes therein;

9.13 not without the prior written consent of the Franchisor, allow any person other than the signatory to this agreement to carry out the services rendered by the Franchised Business;

9.14 not, without the prior written approval of the Franchisor, cause or allow any documents to be used in connection with the Franchised Business unless such documents conform to the documentation approved of by the Franchisor from time to time;

9.15 not, without the prior written consent of the Franchisor, which consent shall not be unreasonably withheld, relocate from any area designated by the Allocated Demographic;

9.16 partake fully, at is own expense, in any training that the Franchisor may from time to time establish or organise;

9.17 it is recommended that the Franchisee charges it's clients the joining fee charged by the Franchisor form time to time, which on the Effective Date, is/will be R4,500.00 (Four Thousand Five Hundred Rand);

9.18 adhere to any training manuals which may be delivered (if any) and guidance given to the Franchisee by the Franchisor, from time to time;

9.19 comply with all reasonable written requests from the Franchisor from time to time;

- 9.20 not without the prior written consent of the Franchisor, advertise, market, promote or discuss the Franchised Business in any media (including without limitation, television, magazine or newspaper) or communicate in any manner, with any journalist or other employee or agent of such media, in relation to the Franchised Business, nor accept any invitation to do so;
- 9.21 not in any circumstances distribute, disclose or share any information stored on the Database or otherwise in respect of any of the Franchised Business, its clients and any clients of the Franchisor or any other franchisees, in any manner whatsoever, to or with any third party, or publish such information on any media or document other than on the Database or for the purposes of carrying out the Franchised Business in terms of this agreement; and
- 9.22 permit the Franchisor to attend interviews with clients on reasonable notice and to make direct contact with clients of the Franchisee in order to determine whether or not the Franchisee is complying with its obligations in terms of this agreement.

10. **TRAINING**

- 10.1 The Franchisor shall initially train the Franchisee in the conduct of the Franchised Business and in the use of the Corporate Dating Methods (“**the Initial Training**”). Such Initial Training shall be provided to the Franchisee and the Franchisee will in respect of all training, be responsible for paying any travelling, food, accommodation and subsistence or other expenses which it or may incur during any period of Initial Training.
- 10.2 Training shall be carried out at a place and time convenient to the Franchisor.
- 10.3 If at any time during the Initial Training it becomes apparent to the Franchisor that the Franchisee does not meet the Franchisor's standards and requirements from time to time, the Franchisor shall have the right, upon notice in writing,

forthwith to terminate this agreement and if such termination occurs within 2 (two) months of the Effective Date, the Franchisor shall return to the Franchisee any upfront fee paid in terms of clause 8, less any deduction representing the cost to the Franchisor of the provision to the Franchisee of the Initial Training which the Franchisor has provided up to the date of such termination.

10.4 The Franchisee shall only commence the operation of the Franchised Business when the Franchisor has confirmed, in writing, that the Franchisee has been properly trained.

10.5 Without limiting clause 9.13, no person shall be employed by the Franchisee or carry out any services in respect of the clients of the Franchised Business without that person having first been trained to the satisfaction of the Franchisor.

10.6 The Franchisor shall have the right to require the Franchisee and any members of its staff to attend further training courses at any time during the subsistence of this agreement if it:

10.6.1 deems it advisable that the Franchisee or any member of its staff should attend such course; or

10.6.2 wishes to train the Franchisee or any member or staff in new and improved techniques or methods which have been devised (**“the Additional Training”**).

10.7 Such Additional Training will be provided to the Franchisee at the Franchisee’s expense.

11. **GUIDANCE**

11.1 The Franchisor shall advise the Franchisee from time to time on operating problems of the Franchised Business which the Franchisor may become aware of from time to time and shall furnish to the Franchisee guidance in connection with:

11.1.1 the Corporate Dating Methods and modified standards and operating procedures to be utilised in the Franchised Business;

11.1.2 the development of new techniques;

11.1.3 client relations, including without limitation client selection criteria.

11.2 Guidance shall, at the discretion of the Franchisor, be furnished in the form of the written materials and/or telephone consultations or consultations at the offices of the Franchisor. If reasonably requested by the Franchisee, the Franchisor will furnish additional guidance and assistance at *per diem* fees based upon the Franchisor's actual cost in providing such guidance and assistance.

12. **ADVERTISING AND MARKETING**

12.1 The Franchisor may from time to time elect to carry out a national advertising campaign, in order to take advantage of the cost savings or other benefits thereof. In such event, the Franchisee will pay national advertising fees imposed by the Franchisor, which will be applicable to all of the franchisees. Such fee shall be a set fee based in the actual cost of the national advertising campaign to the Franchisor.

12.2 Any other advertising and marketing shall be carried out by the Franchisee at its own cost and subject to the provisions of this agreement, in particular clause 9.20 and 9.21.

13. **IMPROVEMENTS AND MODIFICATIONS**

13.1 The Franchisee will, without delay, introduce any improvement or modification to the Franchised Business, at the time and in the manner specified by the Franchisor in writing.

13.2 In the event that the Franchisee becomes aware of any improvement or modification of or to the Franchised Business which may be beneficial to the conduct of the Franchised Business, it will notify the Franchisor immediately.

13.3 Whether or not such an improvement was devised or discovered by the Franchisee, all rights in and to such an improvement will vest in the Franchisor which will be entitled to introduce such an improvement or modification into the business of the Franchisor and into the business of any one or more of its franchisees without any obligation to make any payment to the Franchisee.

13.4 The Franchisee will not introduce any improvement or modification of or to the Franchised Business without the prior written consent of the Franchisor.

14. **INSURANCE**

14.1 The Franchisee will take out and maintain, with a reputable insurance company approved of by the Franchisor, an insurance policy insuring the Franchisee against such risks and perils, for such minimum sums and on such other conditions as the Franchisor reasonably requires from time to time, including but not limited to public liability insurance.

14.2 The interests of the Franchisor will be noted on such insurance policies and the Franchisee will forward, to the Franchisor, copies of all such policies and/or renewals thereof within 14 (fourteen) days of such policy or renewal being effected.

14.3 The Franchisee will promptly pay all premiums required to be paid under the insurance policies. A record of all insurance policies falling due for payment and all payments of premiums in respect thereof will be submitted to the Franchisor immediately on request.

15. **RESTRAINT**

15.1 The Franchisee (and in the event that the Franchisee is a company, its shareholders, directors and members) and/or its employees, shall not be interested or engaged, directly or indirectly (including but not limited to being a proprietor, partner, director, shareholder, member of syndicate, close corporation, employee, agent or any other representative, consultant or advisor) in any way in or with any firm, business, company, close corporation or other undertaking which operates in competition to the Franchised Business or the business of the Franchisor or any other franchisees or the Franchisor, as at the Effective Date, within the area set out in Annexure "A".

15.2 The Franchisee shall not induce or attempt to induce any client, past client or likely future client of the Franchisor or the Franchised Business to take its custom away from the Franchised Business or the business of the Franchisor.

15.3 The restraints imposed in clauses 15.1 and 15.2 are imposed for the duration of this agreement and thereafter for the period set out in Annexure "A".

15.4 The Franchisee accepts that the restraints imposed in clauses 15.1, 15.2 and 22 are reasonable in all respects, are necessary to protect the legitimate interests of the Franchisor and the goodwill of the Franchised Business or the

business of the Franchisor, and will not cause the Franchisee any hardship that it is not willing to bear in return for the benefits arising to it, directly or indirectly from this agreement.

16. **CONFIDENTIALITY**

- 16.1 The Franchisee acknowledges that any information supplied in connection with this agreement or in connection with the Franchised Business or the business of the Franchisor, including without limitation any technical, industrial, client or business affairs information which has or may in any way whatsoever be transferred or come into the possession or knowledge of the Franchisee, may consist of confidential or proprietary data, disclosure of which to or used by third parties might be damaging to the Franchisor and the Franchised Business.
- 16.2 The Franchisee agrees to hold such information in the strictest of confidence, to prevent any use thereof other than for the purposes of this agreement and to release it only to such authorised directors, employees or third parties requiring such information for the purposes of this agreement and agrees not to release or disclose it to any other party who has not signed an agreement expressly binding themselves not to use or disclose it other than for the purposes of this agreement.
- 16.3 Undertakings and obligations in this clause 16 shall not apply to information which is required by law or regulatory authority, to be disclosed.
- 16.4 The Franchisee shall take precautions as may be necessary to maintain the secrecy and confidentiality of such material and information in respect of its directors, members, employees or agents (where applicable) or any other person to whom such confidential proprietary data may have been or will be disclosed.

17. **LEGAL STATUS OF FRANCHISEE**

The Franchisee:

- 17.1 is and will for the duration of this agreement remain an independent Franchised Business and will not make any representations or permit any act or course of conduct either itself or through its directors, shareholders, agents, employees and/or representatives (if applicable) calculated to or which may indicate or be construed to mean that there is any relationship of agency, joint venture, partnership or employment with the Franchisor; and
- 17.2 acknowledges that it is not the agent of the Franchisor, does not have any authority to act on behalf of the Franchisor in any manner whatsoever, and undertakes not to attempt or purport to act for or represent the Franchisor.

18. **LIMITATION OF LIABILITY AND INDEMNITY**

- 18.1 The Franchisor shall not be liable (whether in contract or *delict*) in any way whatsoever for any cost, expense, loss or damage (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property of whatsoever nature, howsoever caused or arising (including without limitation through any breach of contract or negligence in any degree of the Franchisor) which may be caused to or sustained by the Franchisee, its clients, or any third party, arising out of or incidental to or in connection in any way, with this Agreement or the Franchised Business. The Franchisee hereby indemnifies the Franchisor and undertakes to keep it indemnified against any of the aforesaid claims, damages, losses, demands, liabilities, costs and expenses of whatsoever nature which may be made against it.

19. **ALIENATION OF THE FRANCHISED BUSINESS**

19.1 During the currency of this agreement, the Franchisee will not, without the prior written consent of the Franchisor:

19.1.1 sell or alienate the Franchised Business in any way nor any share or interest therein; or

19.1.2 cede its rights or delegate or assign any of its obligations in terms of this agreement.

19.2 In the event that the Franchisee is a company, no further shares therein will be issued and nor will any of the issued shares be transferred during the currency of this agreement, without the prior written consent of the Franchisor.

19.3 In the event that the Franchisee is a close corporation, no further members' interest therein will be granted nor will any of the interests of any member be transferred during the currency of this agreement, without the prior written consent of the Franchisor.

20. **DEATH**

If the Franchisee (or if the Franchisee is a company or close corporation, a member or shareholder of the Franchisee) dies during the currency of this agreement or becomes physically or legally incapable (as determined by a Court of competent jurisdiction) of carrying out the obligations imposed on the Franchisee in this agreement, then:

20.1 neither the personal representatives, nor the heirs or assigns of the person concerned, will be entitled to carry on the Franchised Business without the written consent of the Franchisor; and

20.2 this agreement will terminate automatically unless the personal representatives of the person concerned dispose of the Franchised Business in accordance with the provisions of clause 19.

21. **TERMINATION OF FRANCHISE**

The Franchisor will be entitled, in addition to all other remedies at law, to terminate the franchise by written notice to that effect, if the Franchisee:

21.1 discontinues the Franchised Business or suspends the conduct thereof for more than an aggregate of 30 (thirty) Business days in any 12 (twelve) month cycle;

21.2 breaches any provision of this agreement (other than clause 9.20) and remains in breach for a period of 10 (ten) days after being given a notice from the Franchisor calling upon it to rectify the breach;

21.3 commits a second or subsequent breach of this agreement after having remedied an earlier similar breach during the preceding 6 (six) months after written notice to do so;

21.4 breaches clause 9.21;

21.5 fails to satisfy a judgment against it within 7 (seven) days of becoming aware of the judgment, except that if the Franchisee provides evidence on an ongoing basis to the reasonable satisfaction of the Franchisor that steps have been initiated within the 7 (seven) days to appeal, review or rescind the judgment and to procure suspension of execution and that such steps are being expeditiously pursued, the period of 7 (seven) days will run from the date the judgment becomes final or the attempt to procure suspension of execution fails;

- 21.6 takes steps to surrender its estate, or its estate is sequestrated, whether provisionally or finally;
- 21.7 take steps to place itself, or is placed, in liquidation, whether voluntary or compulsory, or in judicial management, or business rescue proceedings in either case whether provisionally or finally;
- 21.8 commits an act of insolvency as defined in the Insolvency Act, as amended from time to time, or, being a corporate body, commits an act which would be such an act of insolvency if committed by a natural person; or
- 21.9 being a natural person becomes of unsound mind or infirm.

22. **CONSEQUENCES OF TERMINATION**

- 22.1 Upon termination of this agreement for any reason whatsoever, the Franchisee will:
 - 22.1.1 cease forthwith to conduct the Franchised Business;
 - 22.1.2 cease forthwith to trade under the Corporate Dating Identity or to use any aspect of the Corporate Dating Identity;
 - 22.1.3 not hold itself out as being entitled to conduct the Franchised Business;
 - 22.1.4 not make nor receive telephone calls in connection with the Franchised Business;
 - 22.1.5 cease contact (in connection with the Franchised Business) with the clients of the Franchised Business or the franchise as a whole;
 - 22.1.6 not divulge nor use any confidential information relating to the Franchised Business or the Franchisor or the business's of any

franchisee of the Franchisor, including without limitation the identity or personal details of any clients of the franchise or any other information in relation to the Franchisor or the franchise;

22.1.7 cease forthwith to have access to or enter into the Database or any information stored thereon or emanating therefrom, whether recorded on paper or electronically. Any information recorded on paper shall forthwith be returned to the Franchisor;

22.1.8 cease to use and return to the Franchisor, in good condition, any manuals, books, documents, promotional and advertising material as well as all stationery and documents containing the Corporate Dating Methods or the Corporate Dating Identity, whether recorded on paper or on electronic storage media;

22.1.9 execute and deliver to the Franchisor all documents necessary or convenient to complete the termination of this agreement and termination of any registered user agreement existing between the Franchisee and the Franchisor; and otherwise

22.1.10 comply with all reasonable requests of the Franchisor.

22.2 Immediately upon termination of this agreement for any reason whatsoever, the Franchisor shall be entitled to contact any or all of the Franchisee's clients (current or past), to advise them of the termination of the business and to take up such client's custom.

23. **FORCE MAJEURE**

23.1 If either party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement by reason of any occurrence beyond its control including strike, lock-out, fire, explosion,

floods, riot, war accident, act of God, embargo, legislation, civil commotion, unrest or disturbances, cession of labour, government interference or control, or any other cause or contingency beyond the control of that party, the party so affected shall be relieved of its obligations hereunder or loss or damage either general, special or consequential which the other party may suffer due to or resulting from such delay or failure, provided always that written notice shall be given within 48 (forty eight) hours of such event of any such inability to perform by the affected party.

23.2 Any party invoking force *majeure* shall upon termination of such event giving rise thereto forthwith give written notice thereof to the other party.

23.3 Should such force *majeure* continue for a period of more than 90 (ninety) days then either party shall be entitled forthwith to cancel this agreement in respect of any obligations still to be performed hereunder.

24. **NOTICES AND ADDRESSES**

24.1 The Franchisee chooses the address set out in annexure "A" as the address at which all notices and documents in legal proceedings in connection with this agreement may be served, (*i.e. its domicilium citandi et executandi*).

24.2 Any notice to the Franchisee sent by fax, email or by hand to the chosen address will be deemed to have been delivered on the day of dispatch, and any notice set by registered post will be deemed to have been delivered 5 (five) days after the date of dispatch.

24.3 Notwithstanding anything to the contrary herein contained, a written notice actually received by the Franchisee will be an adequate written notice to it notwithstanding that it was not sent to or delivered at its chosen address.

25. **MISCELLANEOUS LEGAL PROVISIONS**

- 25.1 This agreement contains all the express provisions agreed on by the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.
- 25.2 No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.
- 25.3 No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this agreement will be effective unless reduced to writing and signed by or on behalf of the parties.
- 25.4 No relaxation by a party of any of its rights in terms of this agreement at any time will prejudice or be a waiver of its rights (unless it is a written waiver) and it will be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 25.5 This agreement will be governed by and construed according to the law of South Africa.
- 25.6 Headings of clauses are inserted for the purpose of convenience only and will be ignored in the interpretation of this agreement.
- 25.7 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa.
- 25.8 The Franchisee agrees to pay to the Franchisor any costs, including attorney and own client costs, incurred by the Franchisor arising out of the breach by the Franchisee of any of the provisions of this agreement or the Franchisor

taking steps to procure the compliance by the Franchisee of the provisions of this agreement.

SIGNED at _____ on this the _____ day of _____ 2010.

FIONA DORSE

SIGNED at _____ on this the _____ day of _____ 2010.

For and on behalf of

.....
by

who warrants his authority hereto

Name : _____

ANNEXURE "A"

EFFECTIVE DATE: [INSERT]

UPFRONT FEE: [INSERT]

DOMICILIA: [INSERT PHYSICAL ADDRESS, FAX
NUMBER AND EMAIL ADDRESS]

ALLOCATED DEMOGRAPHIC: [INSERT DESCRIPTION OF THE
DEMOGRAPHIC]

RESTRAINT:

1) **GEOGRAPHICAL AREA:** [INSERT]

2) **PERIOD:** [INSERT]

TRADEMARKS: [LIST]