

## REGIONAL TEAM MANAGER AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[NAME OF FRANCHISOR]  
a \_\_\_\_\_ corporation with a head office at \_\_\_\_\_  
(the "Franchisor")

- and -

[NAME OF REGIONAL TEAM MANAGER]  
a \_\_\_\_\_ corporation with a head office at \_\_\_\_\_  
(the "Manager")

IN consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. *Placement of New Franchises.* Manager will place franchisees in its exclusive territory, on behalf of Franchisor. For this service, Manager will receive forty percent (40%) of the collected franchise fee for each new franchisee in their exclusive territory.
2. *Exclusive Territory.* Manager's exclusive territory will be comprised of the following:  
[details of the Manager's territory]
3. *First Right of Refusal on New Concepts.* Franchisor agrees to give Manager first right of refusal on any new franchising concept that Franchises in the future, provided, however, that Manager is in good standing and is not in default of any of its obligations to Franchisor.
4. *Additional Documents.* In addition to this Agreement, Manager will be bound by the terms of the Franchise Offering Circular and the Franchise Agreement that is in place for existing franchisees as well as any future Franchise Offering Circular and Franchise Agreements that Franchisor registers.
5. *Manager to Operate Franchise.* Manager agrees to operate in good standing a Franchise in its exclusive territory for the duration of this Agreement.
6. *Intellectual Property / Proprietary Information.* Manager agrees to protect Franchisor's trademarks, business marks, logos, system of doing business, and proprietary and confidential information including the Confidential Operations Manual and to comply with the non-competition and non-disclosure provisions of the Franchise Offering Circular and the Franchise Agreement.
7. *Copies of Originating and Governing Documents.* Manager shall furnish Franchisor with its articles or certificates of incorporation, organization or formation of such corporation or company, the bylaws, other governing documents and any other documents Franchisor may reasonably request and any amendments thereto.