

# Master Franchise Agreement Template for International Expansion

## This Master Franchise Agreement ("Agreement")

is made and entered into as of [Date], by and between:

**[Franchisor Name]**, a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] ("Franchisor"),  
and

**[Master Franchisee Name]**, a company incorporated under the laws of [Jurisdiction], with its principal office at [Address] ("Master Franchisee").

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## 1. Definitions

**"Franchise System"** means the methods, procedures, and standards developed by Franchisor for operating [Business Type].

**"Territory"** means the geographic area described in Annex A.

**"Licensed Marks"** means trademarks, service marks, logos, and trade dress specified in Annex B.

## 2. Grant of Master Franchise

- Franchisor grants Master Franchisee the exclusive right to sub-franchise and operate [Business Type] Units within the Territory, using the Franchise System and Licensed Marks.
- The rights granted are subject to the terms and conditions of this Agreement.

## 3. Term and Renewal

- The initial term of this Agreement is [X] years from the Effective Date.
- Master Franchisee may renew the Agreement for additional terms, subject to compliance with renewal conditions as set forth in Section 14.

## 4. Fees and Payments

- Master Franchisee shall pay an initial Master Franchise Fee of [Amount] upon signing.
- Ongoing Royalty Fees and Marketing Fund contributions are as set forth in Annex C.

## 5. Obligations of the Franchisor

- Grant access to the Franchise System and Licensed Marks.
- Provide initial training and opening assistance.

- Offer ongoing operational support and system updates.

## 6. Obligations of the Master Franchisee

- Strict adherence to the Franchise System and standards.
- Sub-franchise only within the Territory.
- Maintain appropriate records and submit required reports.
- Pay all fees promptly.

## 7. Training and Support

Franchisor will provide comprehensive initial and ongoing training programs as detailed in Annex D.

## 8. Intellectual Property

1. Licensed Marks are and remain the property of Franchisor.
2. Master Franchisee may use Licensed Marks only as permitted by this Agreement and Franchise System guidelines.

## 9. Confidentiality

Master Franchisee shall not disclose Franchisor's confidential information during and after the term of this Agreement.

## 10. Termination

1. Franchisor may terminate this Agreement for cause, including but not limited to material breach by Master Franchisee.
2. Effects of termination are outlined in Annex E.

## 11. Governing Law and Dispute Resolution

This Agreement is governed by the laws of [Jurisdiction]. Any disputes arising under this Agreement shall be resolved by [Arbitration/Courts] in [Location].

## 12. General Provisions

- This Agreement constitutes the entire understanding between the parties.
- Any amendments must be in writing and signed by both parties.

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Name:

Title:

**Master Franchisee:**

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Name:

Title:

Date: \_\_\_\_\_

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**Annexes**

1. Annex A "Territory Description"
2. Annex B "Licensed Marks"
3. Annex C "Fees Structure"
4. Annex D "Training Program"
5. Annex E "Termination Provisions"