

Micro-Franchisee in Training Agreement

THIS AGREEMENT (the "Agreement") is made on ____ (day) ____ (month) ____ (year).

BETWEEN

Datsun Suriname N.V. (the "Micro-Franchisor")

Responsible Parties:

Contact Person: _____ Title: _____
Address: **Wagenwegstraat 53** _____
City: **Paramaribo** _____ Province/State: **Paramaribo** _____
Country: **Suriname** _____ Postal Code: _____
Phone: **597 472626 / 477811** _____ Fax: **597 411564 / 472626** _____
Website: www.datsunsuriname.com _____ Email: _____

AND

_____ (the "Micro-Franchisee in Training" MFiT)

Responsible Parties:

Contact Person: _____ Title: _____
Address: _____
City: _____ Province/State: _____
Country: _____ Postal Code: _____
Phone: _____ Fax: _____
Website: _____ Email: _____
Type of Organization: (☐) Proprietorship, (☐) Partnership, (☐) Corporation
Nature of Business: _____ Years in Business: _____

This is an agreement between Datsun Suriname N.V, Yamaha Corporation distributor in Suriname, hereinafter referred to as Micro-Franchisor and _____ referred to as Micro-Franchisee in Training (MFiT)

i. Objective

The objective of this agreement is to clearly identify the roles and responsibilities of each parties as they collaborate in the efforts to prepare for establishing Authorized Service Workshops Micro-Franchisees in coastal and interior areas of Suriname. In particular, this Agreement is intended to define how the Micro-Franchisor will provide the MFiT with know-how, advice, training and guidance on how to set up the Authorized Service Workshop Micro-Franchise as well as the obligations MFiT has towards the Micro-Franchisor. This Agreement also seeks to underline that the MFits recognize and respect the value of the Micro-Franchisor's unique expertise in regards to Yamaha products sales

and repairs, as well as business operations, promotion and management in Suriname. This Agreement essentially serves to ensure that the expectations of both parties are fully aligned and understood.

ii. Micro-Franchisor responsibilities under this Agreement

The Micro-Franchisor shall be undertaking the following activities:

- Identify and clarify roles and responsibilities;
- Discuss the history of the company and outline the company leadership;
- Outline the mutual benefits of the Micro-Franchise as well as the functioning system;
- Deliver Technical and Administrative Training;
- Supply training manuals, materials, parts catalog and operational manuals;
- Provide assistance with workshop appearance and physical requirements;
- Offer on-going communication and support;
- Provide information and help with access to Financing channels;
- Be responsible for evaluation and monitoring;
- Provide access to special tools, equipment, spare parts and marketing materials;
- Offer access to best practices and process.

iii. Micro-Franchisee in Training (MFit) responsibilities under this Agreement

The Micro-Franchisee in Training (MFit) shall be undertaking the following activities:

- Comply with Successful Micro-Franchisee Guide requirements;
- Respect Micro-Franchisee in Training best practices and process;
- Provide high quality service to the clients;
- Respect confidentiality and proprietary information;
- Make efforts to comply with maintenance and appearance of the workshop;
- Attend Technical and Administrative trainings
- Comply with advertising/marketing requirements;
- Keep records and submit monthly reports and any other report required by the Micro-Franchisor;
- Accommodate site visits and audits;
- Maintain contact with the Micro-Franchisor;
- Represent the brand locally and respond to client needs;
- Collaborate with other ASW owners and other MFits as needed;
- Charge a fair price for product and services;
- Use genuine parts and tools;
- Respect financial agreements.

iv. It is mutually understood and agreed by and between the parties that:

1. The partnership between the Micro-Franchisor and the Micro-Franchisee in Training will be evaluated 3 months after the signing date. During this evaluation it will be determined whether the MFit will receive the Authorized Service Workshop Micro-Franchisee Certification or additional training and preparation is needed.

2. The Micro-Franchisee in Training will participate to all the activities/trainings to which is invited and will undertake changes/adjustments of their workshop as needed and required by the Micro-Franchising Model.
3. The Micro-Franchisor will provide access to necessary know-how, tools, materials and support on how to operate as a Certified Micro-Franchisee.
4. The Micro-Franchisor Team will monitor and support the MFit progress for the duration of this contract.
5. The Micro-Franchisors reserves the right to terminate this contract at any time due to the lack of communication, responsiveness or commitment from the Micro-Franchisee in Training.

v. Effective Date and Signature

This Agreement shall be effective upon the signature of Micro-Franchisor and Micro-Franchisee in training authorized officials. It shall be in force from _____, to _____. Micro-Franchisor and Micro-Franchisee in Training indicate agreement with this Agreement by their signatures.

[Micro-Franchisor]

[Micro-Franchisee in Training]

Signature:

Date:

Signature:

Date:

