



## FRANCHISE SALES CONSULTING – COMMISSION AND NON-DISCLOSURE AGREEMENT

This **Franchise Sales Consulting-Commission and Non-Disclosure Agreement** ("**Agreement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between **Sunshine Green Services, LLC**, a Florida limited liability company with an address of 4221 Clark Rd. Sarasota, Florida 34233, ("**Company**"), and \_\_\_\_\_, with an address of \_\_\_\_\_ ("**Sales Consultant**").

WHEREAS, the Company owns rights to a proprietary business system which offers car cleaning and detailing services using environmentally friendly cleaning products and organic enzyme products under the name "Enzyme Detailing", including rights to certain trademarks and traddress associated with the Enzyme Detailing brand.

WHEREAS, The Sales Consultant operates or part of a business through which it interviews persons interested in acquiring a franchised business from certain Franchisors;

WHEREAS The Sales Consultant could be individual private person recommending Company's Enzyme Detailing franchise business to others by "word-of-mouth"

WHEREAS, Company may engage the Sales Consultant to provide certain services in connection with its franchise sales process, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. The Services. Sales Consultant may, subject to the limitations set forth in this Agreement, list or advertise Company's franchise offerings for sale in the United States of America and may interview prospective applicants and provide authorized information and communications to prospective applicants, as set forth in this Agreement. Sales Consultant's services will be provided on a non-exclusive basis.

2. Franchise Compliance. The Parties expressly acknowledge that the sale of a franchised business is subject to State and Federal laws which require, among other things, certain pre-sale disclosures. Company acknowledges and agrees that it bears sole responsibility for preparing and distributing the Franchise Disclosure Document ("FDD") in compliance with applicable state and federal laws. Sales Consultant expressly agrees that it will comply with all state and federal laws during the franchise sales process.

3. Term. The term of this Agreement shall be for 12 months.

4. Advertising. Sales Consultant acknowledges and agrees that all advertising, in any media, including but not limited to internet, social media, print, newspaper, radio, and television, must be pre-approved by Company. All advertising must be truthful, not misleading, and in compliance with federal and state laws. All advertising must promote the integrity and reputation of the franchise system and not be misleading, incomplete, fraudulent, untrue, or contrary to the Company's policies or standards. In the process of advertisement Sales Consultant directed to use official website of the Company named [www.enzymedetailing.com](http://www.enzymedetailing.com)

5. The Marks. Ownership of the tradename, trademarks and all goodwill associated with Company's franchise system are the sole property of Company. Sales Consultant shall only have the right to use the Marks to identify the Company in connection with the sales services contemplated by this Agreement and in accordance with the restrictions set forth in this Agreement.

6. Sales Consultant Representations, Warranties, & Covenants. Sales Consultant hereby represents, warrants, and covenants the following:

- a. Sales Consultant will not make any statements, claims or representations contrary to any of the representations set forth in Company's FDD.
- b. Sales Consultant will not misrepresent that any person (a) purchased or operated a franchise of the type offered by the Franchisor or (b) can provide an independent and reliable report regarding the franchise or the experience of any current or former Franchisees.
- c. Sales Consultant will not make any untrue or misleading statement to any prospective franchisee or applicant.
- d. Sales Consultant fully understands what kinds of statements constitute a financial performance representation and agrees not to make any financial performance representation other than that set forth in Item 19 of Company's FDD.
- e. Sales Consultant will not make any general statements regarding the success or likelihood of success of the proposed franchise location.
- f. Sales Consultant will not make any commentary on a business plan or forecast prepared by an applicant.
- g. Sales Consultant is not currently a party to any administrative, criminal or material civil action alleging a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations.
- h. Sales Consultant has not been convicted of, pled guilty or nolo contendere (no contest) to any felony or crime of dishonesty.
- i. Sales Consultant has not been found liable in any action alleging a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations.

7. Compensation. Sales Consultant will receive a commission of 10% (Ten percents) upon the sale of each new Franchise to any prospective franchisee or applicant sold by Sales Consultant during the Term of this Agreement. Sales Consultant acknowledges and agrees that Company will have the sole and exclusive right to determine that any prospective franchisee or applicant does not meet Company's qualifications. Should Company disapprove of any prospective franchisee or applicant for any reason, Sales Consultant will not be entitled to any compensation in connection with sales efforts associated with such prospective franchisee or applicant. Compensation is not payable to Sales Consultant until five days from the date Company receives the initial franchise

fee and executed franchise agreement from the franchisee. Sales Consultant expressly acknowledges and agrees that its rights to commissions are solely related to prospects it engages in the sales process. Company may engage in franchise sales with other sales consultants or independently, and Sales Consultant will not be entitled to compensation for such sales.

8. Non-Competition. Sales Consultant is free to perform franchise sales services for other clients, except that Sales Consultant will not, during the Term of this Agreement and for six (6) months following the termination or expiration of this Agreement, represent any competitor of Company offering detailing services using an Enzyme product.

9. Duty to Report. During the Term of this Agreement, and with respect to allegations involving the Company's franchise system following the termination or expiration of this Agreement, Sales Consultant will provide written notice to Company, within 24 hours of Sales Consultant's knowledge of any of the following:

- a. Any demand or claim related to the Company's franchise system
- b. Any administrative investigation or enforcement action involving Sales Consultant
- c. Any administrative investigation or enforcement action involving Company's franchise system
- d. Any demand or claim alleging that Sales Consultant has engaged in a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations.
- e. Any demand or claim alleging that the Company has engaged in a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations.

10. Independent Contractor. Nothing in this Agreement shall, in any way, be construed to make Sales Consultant an agent, employee or representative of the Company, but Sales Consultant shall perform the Services hereunder as an independent contractor. Sales Consultant acknowledges and agrees that Sales Consultant is obligated to report as income all compensation received by Sales Consultant pursuant to this Agreement, and Sales Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon and that it will not be eligible for any employee benefits of the Company. Sales Consultant acknowledges and agrees that it will use its own discretion in performing the services contemplated by this Agreement.

11. Confidential Information. The Parties acknowledge that during the Term of this Agreement they may disclose and/or develop certain confidential information to each other, which is defined as (a) confidential and/or proprietary information and materials disclosed orally or in writing or developed during the term of this Agreement, which may include but shall not be limited to: the Sunshine Green written materials, proprietary information, technical data, trade secrets or know-how, including, but not limited to, data, concepts, files, layouts, artwork, models, patents, copyrights, documents, photographs, notes, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, litigation strategy, marketing, finances or other business information disclosed either directly or indirectly in writing, electronically, orally, visually, or by drawings or inspection of parts or equipment, or otherwise identified as being Confidential Information; and (b) any modifications or derivatives prepared by the Receiving Party that contain or are based upon any Confidential Information obtained from the Disclosing Party, including any analysis, reports, or summaries of the Confidential Information.

12. Limitations on Use. Unless the Disclosing Party expressly authorizes otherwise in writing in advance of such use, the Receiving Party must only use the Confidential Information in connection with performing the Services set forth in this Agreement and shall use reasonable efforts to maintain the confidentiality of the Confidential Information and avoid inadvertent disclosure. Under no circumstances shall Confidential Information be used with any third party desiring to offer similar services as Disclosing Party or the Company.

13. Non-Confidential Information. Nothing in this Agreement will prohibit or limit Receiving Party's use of information (including but not limited to intangible ideas, concepts, know-how, techniques, and methodologies) that is: (a) previously known to Receiving Party; (b) independently developed by the Receiving Party without the use of Confidential Information by any personnel, including but not limited to employees, agents, and independent contractors, that have not had access to the Confidential Information, as can be substantiated by reasonable evidence; (c) acquired by the Receiving Party from a third party which was not under an obligation to the Disclosing Party not to disclose such information; or (d) which is or becomes publicly available through no breach by the Receiving Party or the Receiving Party's personnel. In the event the Receiving Party has any questions or concerns regarding whether something constitutes Confidential Information, the Receiving Party shall seek written clarification from Disclosing Party before disclosing or otherwise distributing said information.

14. Termination Without Cause. Either party may terminate this Agreement without cause after thirty (30) days written notice to the other party. In the event of a Termination without cause or the expiration of this Agreement, Sales Consultant will provide Company with a list of all prospective franchisees or applicants with whom Sales Consultant has engaged in the sales process in the two months prior to the termination without cause or expiration. Should Company enter into a franchise agreement with any prospective franchisee on the list within six (6) months of the termination without cause or expiration of the franchise agreement, Company shall remit to Sales Consultant the agreed commission for such sale.

15. Termination For Cause. Should Sales Consultant materially breach this Agreement, Company may provide Sales Consultant with a notice of default and ten (10) day opportunity to cure. Should Sales Consultant not cure the default, Company will be entitled to immediately terminate the Agreement for Cause. Additionally, if the default is of such a nature that it is incapable of cure (for example and not by way of limitation: theft, deceit), Company shall have the right to immediately terminate this Agreement For Cause. Upon Termination For Cause, Sales Consultant shall forfeit any and all rights to any compensation for sales not closed as of the date of termination with cause.

16. Indemnification. Sales Consultant and Company shall each indemnify and hold harmless each other, including their officers, directors, shareholders, agents, affiliates, employees, representatives, successors, and assigns from all claims, including costs, legal fees, expert witness fees, and other expenses incurred in defending any such claims by any individual, entity, administrative or regulatory body based on any actions or failures to act in connection with this Agreement. Company specifically agrees that its indemnification obligations include but are not limited to any failure in its obligations to prepare and distribute the franchise disclosure document in accordance with federal and state law. Sales Consultant specifically agrees that its indemnification obligations include but are not limited to any breach of the representations, warranties, and covenants.

17. Survival. Any provisions of this Agreement which, by their terms, impose obligations or duties beyond the term of this Agreement shall survive termination or expiration of this Agreement.

18. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to its principles of conflict of laws. The Parties agree to mediate any dispute arising out of this Agreement as a condition prerequisite to proceeding with arbitration. In the event mediation is unsuccessful, the Parties agree to arbitrate such dispute pursuant to the AAA commercial rules of arbitration.

19. Severability. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

20. No Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signature by facsimile or email scan is hereby authorized and shall have the same force and effect as an original.

INTENDING TO BE BOUND, the parties hereto have caused to be executed or executed this Consulting Agreement as of the day and year first above written.

COMPANY  
SUNSHINE GREEN SERVICES, LLC

\_\_\_\_\_  
Attila Tottosi, President

SALES CONSULTANT

\_\_\_\_\_  
Signed  
By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title