°C-ROAST
COFFEE

International Distribution Franchise Agreement

On this day, dated (Date), between the following parties:

1. **First Party: Franchisor**
   - Company Name: C-Roast Coffee
   - Address: 22 Street, Bole District, Addis Ababa, Ethiopia
   - Commercial Registration: AA/BO/03/1/0005179/2011
   - Represented by: Mr. Ahmed Kemal, CEO
2. **Second Party: Franchisee**
   - Company Name: [Company Name]
   - Address: [Full Address]
   - Commercial Registration: [Registration Number]
   - Represented by: [Representative's Name and Title]

Preamble:
The first party owns the "C Roast Coffee" brand and wishes to grant the second party the right to distribute its products in [Country]. Both parties have agreed as follows:

1. Franchise Scope:

The first party grants the second party the right to distribute its products in [Country] for a period of one year starting from the contract signing date. This right includes retail, wholesale, and online distribution channels. The second party must not distribute competing products during the contract period.

2. Products:

The contract covers "C Roast Coffee," which is Ethiopian coffee roasted, packaged, and labeled in Ethiopia. The first party will provide the second party with all technical and commercial information related to the products.

3. Annual Import Quantity:

The second party agrees to import at least 15 tons of "C Roast Coffee" annually, with a 20% yearly increase to ensure sustainable growth in sales and market expansion.

4. Obligations:

First Party's Obligations:
a. Supply high-quality products according to agreed specifications.
b. Provide necessary technical support and training.
c. Supply marketing and promotional materials.
d. Offer technical support for product issues.
e. Compensate for any damaged products due to shipping.

Second Party's Obligations:
a. Comply with the quality standards set by the first party.
b. Actively promote the products through marketing campaigns.
c. Submit regular sales and financial performance reports.
d. Establish a well-equipped distribution center.
e. Adhere to the agreed pricing policies.
f. Pay for orders via bank transfer upon confirmation.
g. Not alter the product packaging or brand.
h. Use USD for contract pricing unless agreed otherwise.

5. Sub-agency Appointments:

The second party may appoint sub-agents to sell and market the product, provided it is within the agreed franchise scope and contract period.

6. Fees and Financial Consideration:

The second party shall pay $5,000 as an annual franchise fee at the start of each contract year, along with any additional costs for training and support.

7. Intellectual Property Rights:

a. The first party retains all intellectual property rights related to the brand.
b. The second party must not use the brand for purposes not stated in this contract.
c. The second party must not register competing trademarks.

8. Confidentiality:

Both parties must maintain the confidentiality of all commercial and technical information.

9. Reporting:

The second party shall provide periodic sales and performance reports.

10. Marketing and Promotion:

The second party commits to executing marketing plans to boost brand awareness.

11. Quality Control:

The first party retains the right to inspect the quality of the second party's products and services.

12. Amendments:

This contract may only be amended in writing with mutual consent.

13. Dispute Resolution:

Disputes shall be resolved amicably or through the appropriate judiciary if necessary.

14. Contract Termination:

Either party may terminate the contract with a three-month notice.

15. Contract Extension:

The contract will be automatically extended if the second party fulfills its obligations.

16. Contract Documentation:

The contract will be authenticated by the Ministry of Commerce in the franchisor's country and sent to Ethiopia.

17. Price Compliance Monitoring:

The first party will monitor compliance with pricing policies and issue warnings if needed.

18. Shipping and Delivery:

First Party's Obligations:
a. Arrange product delivery.
b. Notify the second party of shipment details.

Second Party's Obligations:
a. Handle customs clearance and government approvals.
b. Pay related fees.
c. Transfer payment upon order confirmation.

19. Applicable Law:

This contract is governed by the laws of the franchisor's country.

20. General Provisions:

a. Neither party may transfer rights without written consent.
b. This contract supersedes any prior agreements.

Signatures:
First Party (Franchisor):
Name: ____________________ Signature: ______________ Stamp: ______________

Second Party (Franchisee):
Name: ____________________ Signature: ______________ Stamp: ______________

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