

MEMORANDUM OF AN AGREEMENT OF FRANCHISE

made and entered into by and between

GDSYN Sole prop.

represented herein by GREG GROENEWALD
being duly authorised hereto

(hereinafter called the "Franchisor"

and

**
**

(hereinafter called the "Franchisee")

PREAMBLE:

- A The Franchisor has originated a Business System for the purpose of establishing and operating a Website and Graphic Design Marketing Business and is the owner of certain intellectual property rights used in conjunction with such Business System ("the Business System").
- B The Franchisee desires to establish and operate the business of a Website and Graphic Design Marketing Business and for this purpose to use the Franchisor's Business System and intellectual property rights.
- C The Franchisor hereby licences such use of the Business System and intellectual property rights to the Franchisee subject to the terms and conditions of this Agreement.

DEFINITIONS:

Unless otherwise determined by the context, the following words will bear the following meanings:

the "Business System" means the system of operating a Website and Graphic Design Marketing Business devised and originated by the Franchisor and includes any improvements, updates or variations made to the Business System;

- 1.2 the "Commencement Date" means the date both parties sign the legal agreement.

- 1.3 the "Designs" means the registered designs together with such further registered designs as may be specified in an addendum to this Agreement and signed by both parties;
- 1.4 the "Franchised Business" means the business of a Website and Graphic Design Marketing Business;
- 1.5 the "Goodwill" means the goodwill arising out of the use of the Business System and the intellectual property by the Franchisor and all its Franchisees, including the Franchisee;
- 1.6 the "Intellectual Property" includes, but is not limited to:
 - 1.6.1 the designs;
 - 1.6.2 the know-how;
 - 1.6.3 the copyright;
 - 1.6.4 the goodwill;
 - 1.6.5 the trade marks;
 - 1.6.6 the trade secrets;
 - 1.6.7 the patents.
- 1.7 the "Know-how" includes all confidential technical and commercial information relating to the operation of the Business System existing from time to time, including, without limitation, information contained in the starting-up pack or other documents together with unrecorded information known to the franchisor. Technical information includes all specifications, methods of production and software developed by the Franchisor.
- 1.8 the "Termination Date" means (the date upon which the franchise will terminate other than by the effluxion of time);
- 1.9 the "Geographical Area" means where the area within which the Franchisee shall operate;
- 1.10 the "Trade Marks" means any registered and unregistered trade marks, together with such other registered and unregistered trade marks which the Franchisor may adopt and designate for use in connection with the Franchised Business from time to time;
- 1.11 the "Trade Secrets" include all confidential information of whatever nature relating to the business of the Franchisor and its other Franchisees, the Business System and the intellectual property.

- 1.12 "Third-party business" includes all businesses in which the Franchisor and the Franchisee have no direct interest.
- 1.13 "Re-seller" means any agent or third party contracted by the Franchisee to solicit business for the Franchisee on a referral basis for a commission.

INTERPRETATION:

The interpretation of "Website and Graphic Design Marketing Business" for the purposes of this Franchise Agreement will be defined as the marketing of any business owned by a third-party through the following means insofar as such means relate to the marketing of the third-parties business:

- 2.1 Website design
- 2.2 Accompanying brochures and business cards
- 2.3 Photographs; including virtual tours
- 2.4 Specialised marketing and sales strategies.
- 2.5 Banner advertising
- 2.6 Website hosting
- 2.7 Mailbox service

FRANCHISE

The Franchisor shall, provided that the initial payment referred to in sub-clause 4.1 has been made:

- 3.1.1 disclose the Business System to the Franchisee and make available the intellectual property rights licensed to the Franchisee in terms of this Agreement;
- 3.1.2 deliver to the Franchisee the items listed in Annexure "A" to this Agreement;
- 3.1.3 ownership of all items listed in Annexure "A" will remain with the Franchisor.
- 3.1.4 The Franchisor undertakes to replace all items in Annexure "A" every two years, should in his opinion such items have become outdated.
- 3.2.1 The Franchisor will be obliged to perform all duties required of the Franchisor in terms of any contract between the Franchisee and the third party within the specified time period as agreed between the Franchisee and the third party.
- 3.3 The Franchisor, in consultation with the Franchisee will determine when and which of the Franchisee and his employees and agents or re-sellers will undergo a full

training curriculum set up by the Franchisor for the precise purpose of cultivating a high standard of professionalism in the Website and Graphic Design Marketing Business, as well as training in the availability and use of new products and services available. This training will take place at a place chosen by the Franchisor and the extent and duration of any training will be determined by the Franchisor. The Franchisor will provide such training free of cost to these persons and which they are obliged to attend.

3.4 The Franchisor will disclose improvements and developments in the Business System to the Franchisee and will provide free of charge such further training to the Franchisee and other persons engaged in the conduct of the Franchised Business as the Franchisor considers necessary. The Franchisee will be responsible for all the expenses of the persons undergoing such training.

3.4.1 The Franchisor will assist the Franchisee in endeavouring to overcome problems which the Franchisee may experience in operating the Franchised Business, and for this purpose will make available to the Franchisee as soon as is reasonably practicable such member or members of its staff which the Franchisee in its discretion considers suitable for this purpose.

3.4.2 The Franchisee will be responsible for the expenses of the staff member in travelling from the office of the Franchisor to the Franchisee's premises together with the subsistence of the staff member for the duration of the staff member's attendance on the Franchisee.

3.4.2.1 The Franchisor will not make any charge for the attendance of the Franchisor's staff for the first two man days or part thereof (or other specified period) in any calendar month. Thereafter the Franchisor will be entitled to make a charge for the services of its staff at its current hourly charge-out rate for the services of its staff from time to time. The charge-out rate current at the commencement of this agreement is R 350.00per hour and will increase at the beginning of each calendar year by 10% of the rate for the preceding calendar year.

3.4.2.2 Thereafter the Franchisor will be entitled to make a charge for the services of its staff at its current hourly charge-out rate for the services of its staff from time to time. The charge-out rate current at the commencement of this Agreement will be the Franchisor's usual business charge out rate per hour, which rate will increase each year in accordance with any increase in the Franchisor's business charge-out rate.

- 3.5.1 The Franchisor will make available to the Franchisee all services and facilities which the Franchisor makes available to its other Franchisees. The Franchisor will furnish on loan to the Franchisee a copy of all updates and amendments to the start-up pack issued by it from time to time.
- 3.5.2 Where improvements and additions to the Business System involve improvements and additions to the intellectual property, these will be disclosed to the Franchisee and will form part of the intellectual property the use of which is licensed to the Franchisee in terms of this agreement.
- 3.6.1 The Franchisor will not operate or licence another to operate the Franchised Business within the geographical area of the Franchisee and which has been determined by agreement between the Franchisor and Franchisee.
- 3.6.2 Should a dispute arise between the Franchisee and other Franchisees in respect of boundaries of the geographical area of the Franchisee, the dispute will be decided by means of a mediation, with the Franchisor as the mediator.
- 3.7 The Franchisor shall provide to the Franchisee all relevant documentation by way of a compact disc including but not limited to pro forma sales agreements, pricing structures, marketing and sales techniques.
- 3.8 To enable the Franchisee to construct a Website in accordance with his requirements, the Franchisor shall provide the Franchisee with a set of draft templates of the Franchisee's choice.
- 3.9 The Franchisor undertakes on a monthly basis to prepare a monthly newsletter and distribute it to the Franchisee updating the Franchisee on all new products and services available from the Franchisor.

FRANCHISEE FEES

- 4.1 Within 14 (fourteen) days after the signature of this Agreement by the Franchisee, the Franchisee will pay the Franchisor the sum of 185,000.00 (One Hundred and eighty five thousand Rands) for the rights granted in terms of this Agreement and for the equipment and other items as referred to in clause 3.1.2 of this Agreement and for the advice, assistance and training given by the Franchisor to enable the Franchisee to establish the Franchised Business.

- 4.2 The Franchisee will in addition pay the Franchisor a fee of R3,500.00 (Three Thousand Rands) per month. These fees will be paid monthly in arrears within three days after the end of each calendar month.
- 4.3 All payments required to be made by the Franchisor in terms of this Agreement shall be made without deduction or demand and free of bank charges to such address as may be stipulated by the Franchisor from time to time in writing.

OBLIGATIONS OF THE FRANCHISEE

The Franchisee will operate the Franchise strictly in accordance with the Business System supplemented by any written specifications and directions as may be laid down or given by the Franchisor from time to time. The Franchisee will have the right to use, and undertakes to use, any trade marks in relation to the Franchised Business provided the Franchisee conducts the Franchised Business strictly in accordance with the terms of this Agreement and the Business System.

- 5.1 The Franchisee will ensure that at all times the Franchised Business conforms with other businesses franchised by the Franchisor and operated in accordance with the Business System.
- 5.2.2 The Franchisee acknowledges that such conformity is essential to the successful operation of the Franchised Business and other business operated in accordance with the Business System, as well as for the proper protection of the intellectual property, in particular the trade marks and the goodwill.
- 5.2.3 The Franchisee will protect and promote the goodwill associated with the Franchised Business and all goodwill generated by the conduct of the Franchised Business will inure solely to the benefit of the Franchisor.
- .1 The Franchisee will not commence the conduct of the Franchised Business until the persons referred to in clause 3.3 have undergone the training referred to in that sub-clause.
- 5.3.2 The Franchisee will not permit any person to act or assist in the Franchised Business in the place of persons trained in accordance with sub-clause 3.3 unless such person has undergone a course of training referred to in clause 3.4 and has been approved as competent by the Franchisor.

- .1 The Franchisee will upon the commencement of the Franchised Business and from time to time thereafter engage all staff and other persons required for the operation of the Franchised Business.
- 5.4.2 The Franchisee will ensure that all staff who are not required to be trained by the Franchisor in terms of this agreement are nevertheless adequately trained in the Business System to the satisfaction of the Franchisor where this is necessary for the performance of their duties.

The Franchisee acknowledges that neither he nor his employees have any prior knowledge of the Business System. The Franchisee will not divulge or permit to be divulged to any person any aspect of the Business System, or the know-how otherwise than for the purposes of this agreement. The Franchisor may by written notice to the Franchisee specify which of the Franchisees or his employees are required to sign a secrecy undertaking and no such person may be employed in the conduct of the Franchised Business until he or she has signed such a secrecy undertaking which will be in a form stipulated by the Franchisor from time to time.

The Franchisee will not do, cause or permit anything to be done which may adversely affect the intellectual property or the Franchisor's rights in the intellectual property. The Franchisee will bring to the attention of the Franchisor any infringement or threatened infringement of the intellectual property which may come to its attention. The Franchisee will give all reasonable assistance to the Franchisor to enable the latter to further or defend its rights in the intellectual property.

The Franchisee acknowledges that the Franchisor is the owner of all rights of whatever nature in the intellectual property and that it has no claims of any nature to either the Business System or to any element of the intellectual property. The Franchisee shall not at any time attack or challenge the rights of the Franchisor to the intellectual property or induce or procure any other person to attack or challenge such rights.

While this Agreement remains in force, the Franchisee will not engage directly or indirectly in any capacity in any other business venture which is in the nature of the Franchised Business, without the prior written consent of the Franchisor.

The Franchisee will not solicit or induce employees of other franchisees to leave their employment and take up employment with the Franchisee.

The Franchisee will keep and maintain at the premises appointed in Clause 12 and in a form approved by the Franchisor, full and accurate books of account and all underlying or supporting records and vouchers relating to the Franchised Business and will permit the Franchisor or its duly authorised representative at all reasonable times to carry out such inspections or investigations which they may consider necessary for the purposes of ascertaining whether the provisions of this Agreement are being complied with. The Franchisee will ensure that he and his employees co-operate fully in such inspections or investigations.

The Franchisee will indemnify the Franchisor and hereby keep it indemnified against all claims of whatever nature, whether real or imagined, criminal or civil, together with any legal fees and costs incurred by the Franchisor, arising out of the establishment and operation of the Franchised Business by the Franchisee.

The Franchisor may in its discretion designate in writing from time to time items which are to be purchased by the Franchisee either from the Franchisor or from a supplier specified by the Franchisor.

- .1 The Franchisee will give notice as the Franchisor may from time to time require upon all stationery, advertising matter and other documents or printed material used by it in connection with the Franchised Business as the Franchisor may direct that the Franchised Business is operated in terms of a franchise agreement with the Franchisor and that the Franchisee is using the intellectual property under licence from the Franchisor.
- 5.13.2 Such notice will contain such other information as the Franchisor may deem necessary to inform third parties that the Franchisor does not accept any liability for the acts, omissions, debts or defaults of the Franchisee.

TRADE MARKS

If requested to do so by the Franchisor, the Franchisee agrees to join the Franchisor in making application to the proper authority for the registration of the Franchisee as a registered user of the trade marks and undertakes to execute such documents as may be necessary for that purpose.

The Franchisee will not in any way represent that it has any rights of any nature in the trade marks or in any registrations thereof and all use of the trade marks will inure to the benefit of the Franchisor.

The Franchisee will not register any of the trade marks, or any part of them, or any trade mark which is deceptively or confusingly similar to the trade marks, as part of its company or close corporation name or the name of any subsidiary company or Close Corporation or company with which it is associated either directly or indirectly and if it does, it will procure that such company or close corporation name is change upon demand by the Franchisor.

When using the trade marks, the Franchisee will cause them to be reproduced exactly and accurately and in accordance with specifications and directions laid down by the Franchisor from time to time.

Upon termination of this Agreement for whatever reason:

the Franchisee will immediately cease any further use of the trade marks;

the Franchisee will hand over to the Franchisor all brochures, business cards, advertising matter, printed matter or the like featuring the trade marks which were obtained from or which he was authorised to use by the Franchisor;

the Franchisee will do such acts as may be necessary to procure the cancellation of itself as a registered user of the trade marks. For this purpose the Franchisee hereby appoints the Franchisor as its agent in rem suam to do all such acts and to sign all such documents as may be reasonably necessary to procure such cancellation.

NO CESSION, SALE, ASSIGNMENT OR LEASE

7.1 The rights and obligations of the Franchisee are personal and may not be ceded, assigned, let or otherwise disposed of in any manner whatsoever without the prior written consent of the Franchisor. In particular the Franchisee may not sell the Franchised Business without the prior written consent of the Franchisor and which consent shall not be unreasonably withheld.

7.2 The Franchisor may in its discretion give consent to the sale of the Franchised Business.

DEATH OR INCAPACITY OF THE FRANCHISEE

8.1.1. If the Franchisee is a natural person, on the death of the Franchisee, the Franchisor may approve the transfer of the Franchised Business to any of the beneficiaries of the deceased Franchisee.

- 8.1.2. Such person(s) will be required to assume the management of the Franchised Business as soon as is practicable once they have bound themselves to observe the terms and conditions of this agreement.
- 8.1.3. Pending such transfer, the Franchisor will be entitled to assume the control and management of the Franchised Business and to operate it on behalf of the representative of the deceased estate of the Franchisee, and for the benefit and account of the deceased estate of the Franchisee provided that:
- 8.1.3.1 the Franchisor will be entitled to charge its usual fee for the conduct and management of the Franchised Business, and the Franchisor is hereby authorised to do all things and to sign all documents reasonably necessary for the purposes of conducting and managing the Franchised Business;
- 8.1.4.1 if the Franchisor does not approve the transfer of the Franchised Business to a beneficiary in terms of clause 8.1.1, the representative of the deceased estate of the Franchisee may dispose of the Franchised Business to such person as may be approved of by the Franchisor, for such sale price and upon such terms and conditions as may be agreed upon between the person concerned and the representative of the deceased estate of the Franchisee;
- 8.1.4.2 the purchaser of the Franchised Business may not take transfer thereof until he has bound himself to the terms and conditions of this Agreement, and pending such sale and transfer, the Franchisor will be entitled to operate and manage the Franchised Business on behalf of and for the account of the estate of the deceased Franchisee.
- 8.1.5 the Franchisor will be entitled to charge its usual fee for managing and conducting the Franchised Business and will be authorised to do all things and to sign all documents reasonably necessary to enable it to conduct and manage the Franchised Business.
- 8.2.1 If the Franchisee consists of a partnership, then, subject to the approval of the Franchisor upon such terms and conditions for such approval as it may determine, the interest of a deceased partner in the partnership may be transferred to any of the remaining partners or to a beneficiary of the deceased partner.
- 8.2.2 Failing such transfer, the interest of the deceased partner in the partnership may be sold and transferred to such person or persons as may be approved of by the

Franchisor, upon such terms and conditions as may be agreed upon between the Transferee and the representative of the estate of the deceased partner.

- 8.2.3 Such transfer of the deceased interest may take place only once the beneficiary or transferee concerned has bound himself to the terms and conditions of this agreement.
- 8.2.4 The Franchisor, if it deems it expedient, may, pending any transfer of the interest of a deceased partner, participate in the control and management of the Franchised Business and will be entitled to charge its usual fee for such participation, payable by the Franchisee.
- 8.2.5 The Franchisor will be authorised to do all things and to sign all documents reasonably necessary to enable it to participate in such management and control of the Franchised Business.
- 8.3.1 If the Franchisee is a close corporation or a limited liability company, then, upon the death of a member or shareholder, the deceased member's interest or share may, subject to the approval of the Franchisor upon such terms and conditions for approval as the Franchisor may determine, be transferred to the remaining members or shareholders of the close corporation or limited liability company or the beneficiaries of the deceased member or shareholder.
- 8.3.2 Failing such transfer, the interest or shares of the deceased member or shareholder may be sold and transferred to such person or persons as may be approved of by the Franchisor upon such terms and conditions as may be agreed upon between the Transferee and the representative of the estate of the deceased member or shareholder.
- 8.3.3 The Franchisor may, if it deems it expedient, and pending the transfer of the interest or share of the deceased member or shareholder, participate in the control and management of the Franchised Business and will be entitled to charge its usual fee for such participation, payable by the franchisee.
- 8.3.4 The Franchisor will be authorised to do all things and to sign all documents reasonably necessary for the purposes of participating in such control and management of the Franchised Business.
- 8.4.1 At the commencement of the franchise and thereafter from time to time, the parties will determine who are key agents (including the Franchisee if he is a natural

person, and partners, members and directors of the Franchisee as the case may be).

8.4.2 In the event of the death, incapacity, failure to act, resignation or dismissal of a key agent, the Franchisor may itself provide a person, which in its discretion it considers suitable, to fulfil the key position until the Franchisee is able to fill the key position to the satisfaction of the Franchisor. The person provided by the Franchisor will be deemed to be an employee of the Franchisee, who will be responsible for the payment of the reasonable remuneration of the person concerned as determined by the Franchisor in consultation with the Franchisee.

8.5 The Franchisee indemnifies and holds the Franchisor harmless against all losses or expenses incurred or claims made of whatever nature, arising out of the conduct of the Franchised Business by the Franchisee, or the management and control, or the participation in the management and control of the Franchised Business by the Franchisor pursuant to this Agreement, or for the acts or omissions of the persons supplied by the Franchisor in terms of clause 8.4 provided that the Franchisor has acted in good faith and the Franchisor will be deemed to have acted in good faith unless provided otherwise.

DURATION AND TERMINATION OF THIS AGREEMENT

9.1 This Agreement shall commence at the commencement date and shall endure for a period of 12 (Twelve) months unless there is prior termination in accordance with Clause 9.2.

9.2 The Franchisor will be entitled to terminate this Agreement in the event of:

9.2.1 the Franchisee failing to pay to the Franchisor, by the due date, any sum due and owing to the Franchisor hereunder or in any other way breaching the terms and conditions of this Agreement, all of which are declared to be material, and failing so to pay or to remedy such breach within 14 (fourteen) days of written notice by or on behalf of the Franchisor, calling upon the Franchisee to make payment or remedy the breach complained of;

9.2.2 if the Franchisee commits an act of insolvency or is sequestrated or is placed under a provisional or final winding-up or judicial management order or if the franchisee makes an assignment for the benefit of his creditors, or fails to satisfy or take steps to have set aside any judgment taken against the franchisee, within 7 (seven) days after such judgment has come to the notice of the Franchisee;

- 9.2.3 if any material change occurs in the management, ownership or control of the Franchised Business or of the franchisee otherwise than in accordance with the provisions of this agreement;
- 9.2.4 the Franchisee attacks or challenges the rights of the Franchisor to the intellectual property or induces or procures any other person to make such challenge or attack.
- 9.3 The termination of this Agreement, for whatever reason, will not affect the rights of a party which may have accrued as at the date of termination and will further not affect any rights and obligations which specifically or by their nature survive the termination of this Agreement.
- 9.4.1 Upon the termination of this Agreement the Franchisee will not solicit any present, past or future clients by virtue of this Agreement entered into between the Franchisor and Franchisee.
- 9.4.2 The Franchisee acknowledges that this restraint is a reasonable one in order to protect the Franchisor's Business System and intellectual property rights. Save for the foregoing restraint, the Franchisee will not be prevented from participating in the management and control of a business in competition with that of the Franchisor, provided that the business is not conducted in accordance with the Business System and the Franchisee maintains the confidentiality of the intellectual property.)
- 9.5 In the event of the termination of this Agreement for whatever reason, the Franchisee will not dispose of any item bearing the trade marks without prior written consent of the Franchisor and such consent may be given on such conditions as the Franchisor may deem fit including the condition that the trade marks be removed or obliterated from the item concerned.

ACKNOWLEDGEMENT BY THE FRANCHISEE

The Franchisee acknowledges that the success of the business venture undertaken by him in terms of this agreement depends to a large extent upon his own business ability. The Franchisee acknowledges that the Franchisor has made no warranty, express or implied, as to the potential success of the Franchised Business.

MEDIATION

Any such dispute or claim which cannot be settled between the members shall be referred by the members, with or without legal representation, to mediation by a single mediator. The mediator shall be appointed by agreement or failing agreement within 7 (SEVEN) days of the dispute arising shall be nominated by the President for the time being of the KwaZulu Natal Law Society if it is a legal dispute, but if it is primarily an accounting dispute, by a Chartered Accountant nominated by the President for the time being of the Natal Society of Chartered Accountants. The costs of the mediation shall be borne equally by both the members

DOMICILIUM CITANDI ET EXECUTANDI

12.1 The parties hereby appoint their respective addresses as set out below for all purposes under this agreement including the service of notices or legal process:

Franchisor:

Franchisee:

Telephone No. (w)

Telephone No. (H)

Fax:

12.2. Any notice given to any party shall be addressed to its aforesaid address and either be sent by prepaid registered post, by electronic mail ("e-mail) or facsimile or be delivered by hand. In the case of any notice:

12.2.1 sent by prepaid post, it shall be deemed to have been received, on the 4th (fourth) day after posting (unless the contrary is proved);

12.2.2. delivered by hand, it shall be deemed to have been received, on the date of delivery, provided such date is a business day or otherwise on the next following business day;

12.2.3 sent by e-mail or facsimile it shall be deemed to have been received on the date of transmission (unless the contrary is proved).

12.3 Either party shall be entitled to give notice, in writing, to the other to change its domicile to any other address, provided that the change shall become effective only TEN (10) days after service of the notice in question.

12.4 Notwithstanding anything to the contrary herein contained, a written notice of communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at such party's chosen domicilium citandi et executandi.

13. GENERAL

13.1 No waiver by a party of any breach, failure or default in performance by the other party, and no failure, refusal or neglect by a party to exercise any right hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement, shall constitute a waiver of the provisions of this agreement and a party may at any time require strict compliance with the provisions of this Agreement.

13.2 This Agreement constitutes the entire agreement between the parties who acknowledge that there are no other oral or written understandings or agreements between them relating to the subject matter of this Agreement. NO amendment or other modification of this Agreement shall be valid or binding on a party hereto unless reduced to writing and executed by both parties hereto.

13.3 This Agreement shall be governed in accordance with the laws of South Africa.

13.4 All the provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this agreement.

13.5 Whenever a personal pronoun is used herein, it is understood that such usage shall include both singular and plural, masculine, feminine and neuter and refer in appropriate cases to juristic persons as well as natural persons.

13.6 The Franchisee acknowledges that he has entered into this Agreement after making an independent investigation and that the Franchisor has not made any representations or warranties other than as may be set out in this Agreement. The

Franchisee has relied solely upon his independent investigations in entering into this agreement.

SIGNED at _____ on this _____ day of _____ 2014.

AS WITNESSES:

1.

2.

.....
FRANCHISOR :

SIGNED at _____ on this _____ day of _____ 2014.

AS WITNESSES:

1.

2.

.....
FRANCHISEE

ANNEXURE "A"

START UP PACK

List the items of equipment etcetera which are to be delivered by the Franchisor to the Franchisee.

Stationery : Letterheads, complimentary slips, business cards, brochures
Digital SLR kit. SLR camera body and lens
Tripod
Laptop
Ulead and Photoshop software
Training Manual
Pano head
Confidential marketing/sales strategy
Website for Franchisee holder, but hosted by Franchisor