

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this ____/20____
BETWEEN _____ (Company Name)
LOCATED AT _____ (the "Customer")

- AND -

Summa Franchise Consulting and its affiliates, of Executive Decisions Group, Inc., with offices at: 2215 West Pinnacle Peak Drive, Suite 201, Phoenix AZ 85267 (the "Service Provider").

BACKGROUND:

The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:

- Providing the following services by demand: Consulting support in the filing of application (s) and related required documentation to obtain financing pursuant to the various government guaranteed loan programs as defined pursuant to 'The CARES Act', signed into law on March 27, 2020.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer:

- Optional franchise site lease or rental agreement negotiation with property owner or Landlord on behalf of the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' notice to the other Party.

5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider as follows:

- The Customer will pay the Service Provider per corporate entity a fee of \$3,000.00, in advance and in electronic form as agreed for services under #1. If the Customer wishes to engage the Service Provider for the services under #2 (lease negotiation services) it will pay the Service Provider an additional \$390.00 fee).

8. The Compensation will be payable upon commencement of the Services.

9. The above Compensation includes all applicable sales tax, as required by law.

Reimbursement of Expenses

10. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

13. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

Return of Property

14. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor

15. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Summa Franchise Consulting and its affiliates, of Executive Decisions Group, Inc., 2215 West Pinnacle Peak Drive, Suite 201, Phoenix AZ 85267 (the "Service Provider"). Email: wecares@summafranchise.com

AND

_____ COMPANY NAME

_____ COMPANY ADDRESS

Email: _____@_____

or to such other address as any Party may from time to time notify the other.

Dispute Resolution

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any federal statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Arizona.

Modification of Agreement

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

18. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

19. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

21. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Severability

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

23. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this DATE.

SIGNED, SEALED, AND DELIVERED

in the presence of:

COMPANY RECEIVER'S NAME (Customer)

Per: _____ (SEAL)

Witness Name: _____

Witness: _____ (Sign)

SIGNED, SEALED, AND DELIVERED

in the presence of:

COMPANY SENDER'S NAME (Service Provider)

Per: _____ (SEAL)

Witness Name: _____

Witness: _____ (Sign)

SUBMIT