

## TRANSLATIONS-INTERPRETINGS.COM

### Franchise

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#### Informative Document for Franchising and Master Franchising Candidates



**TRANSLATIONS-INTERPRETINGS.COM** Franchise is the only from  
translators and interpreters developed and on translators and interpreters based  
franchise concept in the translation industry  
(this applies only to offices, see below)

**Global communication needs translators and interpreters**

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TRANSLATIONS-INTERPRETINGS.COM

## Network Diagram

Specialist Translations | Certified Translations | Specialist Interpretings  
Revising - Proofreading | Intercultural Adaptation & Printing  
Localization | Dialogue Translation | Asynchronous Dialogue Interpreting  
Synchronous Dialogue Interpreting | Transfer of hand written archives  
Transfer of recorded archives



**Network Partners**

\* Offices Logo  
\*\* Sale Points Logo<sup>1</sup>

**TZIMAS.com GROUP** or rather the business segment *intercultural communication*, envisages setting up several more offices and support points in Europe, in the Balkan countries, in former Soviet Union countries, in North America, and in the Far East. Both **TZIMAS.com GROUP** or rather the relevant business segment, subsidiaries and franchises will be involved in this expansion.

<sup>1</sup>

The **TZIMAS.com GROUP** Sale Points won't manage - like the **TRANSLATIONS-INTERPRETINGS.COM** offices - by translators and/or interpreters and don't have the permission to copy and/or use the **TRANSLATIONS-INTERPRETINGS.COM** Quality Seal by themselves. The copy and/or use is permitted only to offices, which are members of the **TRANSLATIONS-INTERPRETINGS.COM** MSOC GROUP.



## Patented/Use trademark

The brand name:

**TRANSLATIONS-INTERPRETINGS.COM**



was registered at the international level with both:

**World Intellectual Property Organization, Geneva**

and the

**Office for Harmonization in the Internal Market, Alicante  
(Office of the European Union)**

In the meantime the mark becomes a so-called

**trademark acquired by use**

## **TRANSLATIONS-INTERPRETINGS.COM franchise fees**

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(September 2016)

### **LENGTH OF CONTRACT:**

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There are several options: 5 years, 10 years, or more.

### **Single franchise fee**

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Exclusive franchise rights in:

- Large cities and commercial centres € 4,000
- Small towns and medium-sized cities € 1,500

Note: A franchise to any of these two built-up area categories is determined by both the concentration of industry, and the level of economic activity (based on the per capital income and standard of living) in the area.

### **Annual royalties**

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**1,00%** on the annual turnover

**Minimum annual contribution: € 200**

### **Annual contribution to corporate advertising and public relations**

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**None**

## **European Code of Ethics for Franchising**

(Created and updated by the European Franchise Federation)

### **1. DEFINITION OF FRANCHISING**

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FRANCHISING is a system of marketing goods and/or services and/or technology, which is based upon a close and on-going collaboration between legally and financially separate and independent undertakings, the Franchisor and its Individual Franchisees, whereby the Franchisor grants its Individual Franchisees the right, and imposes the obligation to conduct a business in accordance with the Franchisor's concept. The right entitles and compels the individual Franchisee, in exchange for a direct and indirect financial consideration to use the Franchisor's trade name, and/or trade mark and/or service mark, know-how, business and technical methods, procedural systems, and other industrial and/or intellectual property rights, supported by continuing provision of commercial and technical assistance, within the framework and for the term of a written franchise agreement, concluded between parties for this purpose.

### **2. GUIDING PRINCIPLES**

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- 2.1 The Franchisor is the initiator of a franchise network, composed of itself and its Individual Franchisees, of which the Franchisor is the long-term guardian.
- 2.2 The obligations of the Franchisor: The Franchisor shall
- a) have operated a business concept with success, for a reasonable time and in at least one pilot unit before starting its franchise network;
  - b) be the owner, or have legal rights to the use, of its network's trade name, trade mark or other distinguishing identification;
  - c) provide the individual Franchisee with initial training and continuing commercial and/or technical assistance during the entire life of the agreement.
- 2.3 The obligation of the Individual Franchisee: The Individual Franchisee shall:
- a) devote its best endeavours to the growth of the franchise business and to the maintenance of the common identity and reputation of the franchise network;
  - b) supply the Franchisor with verifiable operating data to facilitate the determination of performance and the financial statements necessary for effective management guidance, and allow the Franchisor, and/or its agents, to have access to the individual Franchisee's premises and records at the Franchisor's request and at reasonable times;
  - c) not disclose to third parties the know-how provided by the Franchisor, neither during nor after termination of the agreement.
- 2.4 The on-going obligations of both parties:
- a) Parties shall exercise fairness in their dealings with each other. The Franchisor shall give written notice to its Individual Franchisees of any contractual breach and, where appropriate, grant reasonable time to remedy default;
  - b) Parties should resolve complaints, grievances, and disputes with good faith and goodwill through fair and reasonable direct communication and negotiation.

### **3. RECRUITMENT, ADVERTISING, AND DISCLOSURE**

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- 3.1 Advertising for the recruitment of Individual Franchisees shall be free of ambiguity and misleading statements.
- 3.2 Any recruitment, advertising, and publicity material, containing direct or indirect references to future possible results, figures, or earnings to be expected by Individual Franchisees, shall be objective and shall not be misleading.
- 3.3 In order to allow prospective Individual Franchisees to enter into any binding document with full knowledge, they shall be given a copy of the present Code of Ethics as well as full and accurate written disclosure of all information material to the franchise relationship, within a reasonable time prior to the execution of these binding documents.
- 3.4 If a Franchisor imposes a Pre-contract on a candidate Individual Franchisee, the following principles should be respected:
  - prior to the signing of any pre-contract, the candidate Individual Franchisee should be given written information on its purpose and on any consideration he may be required to pay to the Franchisor to cover the latter's actual expenses, incurred during and with respect to the pre-contract phase; if the Franchise agreement is executed, the said contribution should be re-refunded by the Franchisor or set off against a possible entry fee to be paid by the Individual Franchisee;
  - the Pre-contract shall define its term and include a termination clause;
  - the Franchisor can impose non-competition and/or secrecy clauses to protect its know-how and identity.

### **4. SELECTION OF INDIVIDUAL FRANCHISEES**

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A Franchisor should select and accept as Individual Franchisees only those who, upon reasonable investigation, appear to possess the basic skills, education, personal qualities and financial resources sufficient to carry on the franchised business.

### **5. THE FRANCHISE CONTRACT**

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- 5.1 The Franchise agreement shall comply with the National law, European community law and this Code of Ethics and any national Extensions thereto.
- 5.2 The agreement shall reflect the interests of the members of the franchised network in protecting the Franchisor's industrial and intellectual property rights and in maintaining the common identity and reputation of the franchised network. All agreements and all contractual arrangements in connection with the franchise relationship shall be written or translated by a sworn translator into the official language of the country the Individual Franchisee is established in, and signed agreements shall be given immediately to the Individual Franchisee.



5.3 The essential minimum terms of the agreement shall be the following:

- the rights granted to the Franchisor and to the Franchisee;
- the goods and/or services to be provided to the Individual Franchisee;
- the obligations of the Franchisor and the obligations of the Franchisee;
- the terms of payment by the individual Franchisee;
- the duration of the agreement which should be long enough to allow Individual Franchisees to amortize their initial investments specific to the Franchisee;
- the basis for the renewal of the agreement;
- the terms upon which the Individual Franchisee may sell or transfer the franchised business and the Franchisor's possible pre-emption rights in this respect;
- provisions relevant to the use by the individual Franchisee of the Franchisor's distinctive signs, trade name, trademark, service mark, store sign, logo, or other distinguishing identification;
- the Franchisor's right to adapt the franchise system to new or changed methods;
- provisions for termination of the agreement;
- provisions for surrendering promptly upon termination of the franchise agreement any tangible and intangible property belonging to the Franchisor or other owner thereof.

## **6. THE MASTER FRANCHISE SYSTEM**

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This Code of Ethics shall apply to the relationship between the Franchisor and its Individual Franchisees and equally between the Master Franchisee and its Individual Franchisees. It shall not apply to the relationship between the Franchisor and its Master Franchisees.



## **TRANSLATIONS-INTERPRETINGS.COM**

### **Franchise**

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#### **Information requirements**

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#### **APPLICATION FORM**

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## CONFIDENTIAL

### • Personal data

Name: ..... First name: .....  
 Address: ..... Post (zip) code: .....  
 City: ..... State: ..... Country: .....  
 E-mail: ..... Mobile phone: .....  
 Phone (home): ..... Phone (work): ..... Fax: .....  
 Languages (mother tongue): ..... (written): .....  
 Spoken languages (fluent): ..... (working knowledge): .....  
 Marital status: ..... Dependents: ..... Partner's mother tongue: .....

### • Education

University studies and degrees: .....  
 City: ..... Language of studies: .....  
 Training courses, traineeships, travel at home or abroad: .....

### • Company Data

Company name: ..... Legal status: .....  
 Address: ..... Post (zip) code: ..... City: .....  
 State: ..... Country: .....  
 E-mail: ..... Website: .....  
 Tel.: ..... Fax: ..... Mobile phone: .....  
 Turnover (previous year): ..... Equity ownership: .....

### • Information

I would like to receive information on the following: .....  
 I am interested in the **TRANSLATIONS-INTERPRETINGS.COM** Network  
 because: .....

Possible qualifying factors for affiliation by me or by my company in order to become an affiliate of  
 the **TRANSLATIONS-INTERPRETINGS.COM** Network: .....

### • Confidentiality declaration

I commit myself to scrupulously keep secret all confidential information and documents entrusted to me by **TZIMAS.com GROUP** or rather the business segment **intercultural communication (TRANSLATIONS-INTERPRETINGS.COM MSOC GROUP)**, Theodoros Vas. Tzimas, in the framework of this informational pre-agreement phase. I also undertake to destroy all documents received in the case of a **TRANSLATIONS-INTERPRETINGS.COM** franchise contract not being concluded.

Any leak or indiscretion attributable to the signatory of this declaration shall be prosecuted.

Certified copy ....., on (date) .....

(signature)

Send back to:

**TRANSLATIONS-INTERPRETINGS.COM MSOC GROUP**, Theodoros Vas. Tzimas, Heinitzstr. 36,  
 D-58097 Hagen, Fax: + 4 9 2 3 3 1 3 4 8 7 6 7 6