

**Franchisor Clause**

**We** will not indemnify **You** against anything arising directly or indirectly from or relating to:

1. the performance or failure to perform Franchising Services for any person or entity
  - a. which is owned or controlled by **You**;
  - b. which owns or controls **You**
  - c. which is affiliated with **You** through any common ownership or control;
  - d. in which any of **You** are a director, officer, partner, member or principal stockholder;
2. based upon or arising out of liability of any third party assumed by **You** under the terms, conditions or warranties of any contractor agreement;
3. which seeks exclusively the recovery by a franchisee of actual sums paid to **You** by a franchisee which constitute any initial fees, service fees, or payments for goods and services;
4. a violation or alleged violation of any law or regulation relating to anti-trust, price fixing or restraint of trade, anti-racketeering or organised crime;
5. any actual or alleged infringement of patent, copyright, trademark, service mark or other intellectual property right, including unfair competition in connection therewith;
6. claims made against any franchisee of **Yours**.