

瀚一律師事務所
HAN YI LAW OFFICES

www.hanyilaw.com

Shanghai Office

Suite 1801, Tower I, Huayi Plaza
2020 West Zhongshan Road
Shanghai 200235, China
Tel: (86-21) 6083-9800
Fax: (86-21) 6083-9811

Beijing Office

Suite C203-5A
Lufthansa Center Office Building
Beijing 100125, China
Tel: (86-10) 6410-5322
Fax: (86-10) 6410-5322

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Memorandum to: Our Clients and Friends

Re: Brief Introduction of PRC Franchise Law and Practice

Modern commercial franchise originated from Singer Sewing Machine Company in the United States in the mid-nineteenth century. The success of the franchise business model of Singer Sewing Machine Company has been spread widely to different industries in different countries. Famous brands such as McDonald's, KFC, and Pizza Hut in the fast-food industry, Hilton and Holiday Inn in the hotel industry and Coca Cola in the beverage industry all adhere to the typical franchise model. In 1987, KFC opened its first franchise store in Beijing and since then franchise has been adopted in many industries in China. According to incomplete statistics by China Chain Store & Franchise Association, China had become the country with the largest number of franchises in the world by the end of 2003. Although the number of franchise cases in China is increasing rapidly, the overall market is still in its beginning stage. The franchise business in China is facing many challenges and the relevant legal environment is yet to be further developed.

Based on our understanding of applicable PRC laws and regulations and the relevant practice of franchise, we have summarized a few commonly-seen legal disputes related to franchise business and have also come up with certain legal protection measures for those who intend to engage in or have interest in franchise business in China.

I. An Overview of Applicable PRC Laws and Regulations on Franchise

With regard to franchise, the applicable PRC laws and regulations mainly include the *Regulations on the Administration of Commercial Franchise* (the "Regulations") issued by the State Council in 2007, the *Administrative Regulations on Filing of Commercial Franchise* and the *Administrative Regulations on the Information Disclosure of Commercial Franchise*, both issued by the PRC Ministry of Commerce ("MOFCOM", together with its local counterparts, "MOFCOM Offices") in 2007. According to these regulations, franchise activities should meet such main requirements as the franchisor shall be an enterprise with a mature business model and the term of franchise contracts shall generally be at least 3 years. With respect to the franchise business to be operated within the same provinces, autonomous regions and municipalities, the franchisors shall file the franchise contract with provincial level MOFCOM offices. With respect to the franchise business to be operated across different provinces, autonomous regions and municipalities, the franchisors shall file the franchise contract with the central MOFCOM office.

1. Definition of Franchise

According to the Regulations, “franchise” means business activities where a franchisor, by entering into a contract, authorizes a franchisee to use operating resources such as registered trademark, trade name, patent and know-how owned by the franchisor; and the franchisee, in accordance with the contract, conducts operating activities under a uniform operating system and pays franchise fees to the franchisor.

According to the Regulations, franchise activities have the following main characteristics:

- (i) There is a contractual relationship between the franchisor and franchisee. The franchise contract is a bilateral and onerous contract between franchisors and franchisees. The franchisor shall be an enterprise which operates a minimum of two directly owned stores for at least one year. The franchisee can be an enterprise, other economic organization or an individual.
- (ii) The grant of intellectual property rights is the core of franchise. The franchisor grants a package of intellectual property rights such as trademark, patent, trade name and business model to the franchisee for considerations in a certain period of time and within certain areas.
- (iii) All franchisees should provide unified services under the same business model. In order to keep the consistency of the franchise system, the franchisors shall have the right to supervise the franchisees.
- (iv) The franchisee shall pay certain considerations such as royalty fees to obtain operating resources from the franchisor.

2. Noteworthy Differences between Franchise, Pyramid Selling and Direct Selling

It is noteworthy that some business activities conducted in the name of franchise are pyramid selling in nature. Pyramid selling is against PRC law and is expressly prohibited in China. For people who intend to operate franchise business, it is essential to make sure that the proposed franchise activity is not a disguised form of pyramid selling.

According to the *Regulations on the Prohibition of Pyramid Selling* issued by the State Council in 2005, “pyramid selling” refers to an activity in which the organizer or operator seeks illegal interests, disturbs the economic order and affects the social stability by recruiting persons, calculating and paying remunerations to recruiters on the basis of the number of persons a recruiter has directly or indirectly recruited or the sales performance, or asking the recruiters to pay certain fees for obtaining the qualification for participation.

Compared to franchise, participants in pyramid selling are all individuals and they rely largely on their social network. The organizer or operator in pyramid selling always requires the participants to recruit more people. The participants are often asked to pay certain fees, known as participation payment for participation and are promised payments for recruiting new participants.

According to applicable regulations, the act of pyramid selling in the name of franchise shall be penalized in accordance with the *Regulations on the Prohibition of Pyramid Selling*, namely by stopping the illegal act, confiscating illegal gains, and fining the offending parties. Moreover, if the case involves a crime, criminal responsibility shall be assumed.

In addition, there is an activity called “direct selling”, which shares some similarities with franchise and pyramid selling. Direct selling is a type of business model, in which direct selling companies recruit sales promoters to sell products directly to end consumers outside the companies’ fixed place of business. Direct selling is permitted by the PRC laws and regulations and is mainly regulated by the *Regulations on Direct Selling Administration* issued by the State Council in 2005.

Compared with franchise, direct selling is not involved in the grant of operating resources such as registered trademark, trade name and patent from the enterprise to the salesmen and it is merely a way of selling commodities. For those who want to conduct franchise business, it is also important to differentiate franchise from direct sales.

II. Major Legal Disputes Related to Franchise Business

1. Disputes Concerning Intellectual Property Rights

Disputes related to franchise contracts are usually categorized into disputes involving intellectual property right contracts under the *Provisions on the Cause of Action of Civil Cases* issued by the PRC Supreme People’s Court in 2008, and shall be judged by the court dealing with intellectual property rights cases. This not only shows that the increasing number of legal disputes arising from franchise has already caught the attention of PRC courts, but also indicates that from the judicial perspective, the core nature of franchise is the license of a package of intellectual property rights.

Legal disputes in this connection mainly include, among others:

(a) *Legal Disputes Caused by Franchisors*

- Intellectual property rights such as trademark, patent and copyright owned by the franchisor are in conflict with a prior right of another person, who institutes legal proceedings for infringement against the franchisor and wins the case. The lack of legal support for intellectual property rights will cause losses to the franchisee.
- Certain important provisions such as protection measures on trade secrets, non-compete and emergency mechanisms for disclosure of trade secrets are not provided or clearly provided between the franchisor and its employees, or the employees breach their obligations. This will damage the core competitiveness of franchise business and cause losses to both the franchisor and the franchisee.

(b) *Legal Disputes Caused by Franchisees*

- The franchisees employ the franchised trademark and patent beyond the geographical area, term of validity or scope as specified in the franchise contract, which will cause losses to the franchisor.
- The products or services provided by the franchisees are so poor and terrible that the trademark or patent owned by the franchisor is revoked, which will obviously cause huge losses to franchisor.
- Certain provisions such as protection measures on trade secrets, non-compete, emergency mechanism for the disclosure of trade secrets are not prescribed or clearly prescribed between the franchisee and its employees, or the employees intentionally fail to perform their

obligations, which will all damage the core competitiveness of franchise business and cause losses to both the franchisor and the franchisee.

(c) Legal Disputes Caused by Third Parties

- Third parties' infringement of intellectual property rights such as registered trademark, patent and trade name damages the core competitiveness of franchise business and causes losses to both the franchisor and the franchisee.

2. Disputes Concerning Property Lease

The selection of business shops is also vital in franchise business. In practice, most franchisees rent business shops to conduct business. Therefore, if there is any legal defect in the lease contract and the business shops are thus repossessed, the franchisees will suffer economic losses, and there will also be negative effects on the reputation and image of the overall franchise business. Major legal disputes in this field include, among others:

(a) Disputes Between Franchisors and Franchisees

- The franchisee has agreed that it will sublease the business shop to the franchisor if the franchise business doesn't run well because of the franchisee's poor management. The franchisee breaches the agreement and subleases the business shop to a third party.

(b) Disputes Between Franchisees and Lessors

- The business shop cannot be leased legally because of the following situations: without the title of property or the certificate of land use right; being recognized as illegal building; failure to meet the mandatory safety and disaster prevention requirements; or illegal change of the use of the properties, which will all cause losses to the franchisee.
- The lease contract between the franchisee and the lessor is not filed with the competent real estate registration office and the lessor signs a new lease contract with a third party who has already occupied the business shop. In this case, the franchisee is not entitled to claim against the third party and will suffer losses.
- The lessor fails to perform the obligations of repairing the business shop with hidden safety risks, which causes property loss and personal injury to the franchisee during its business activity.

3. Disputes Concerning Employment Relationships

Although theoretically speaking the franchisors and the franchisees are independent legal persons and should recruit their own employees independently, in practice, the franchisors are sometimes involved in the recruiting and training of the franchisees' employees. If the employees recruited and trained by the franchisors suffer physical injury or cause physical or property damages to any third party because of their unqualified skills, the franchisors may need to bear relevant legal liabilities pursuant to their agreement with the franchisees.

III. Certain Measures Recommended for Prevention of Legal Risks

Franchise business is at its beginning stage in China and the market environment and legal environment needs further improvement. Moreover, there are a growing number of disputes and frauds related to franchise business. Based on the features of franchise business and our own experience, we propose the following suggestions for the franchisor and franchisee's reference:

1. Entering into Well Drafted Franchise Contracts

The franchise contract is not only vital to the establishment and maintenance of a franchise relationship but is also essential to solve the potential disputes arising from franchise. Both the franchisor and franchisee need a well drafted franchise contract.

During the process of drafting and negotiating the franchise contract, it is suggested that both parties reach an explicit agreement on the following provisions in addition to certain contents of the franchise contract suggested by Article 11 of the Regulations:

- *Provisions on authorizing*: explicit agreement on the scope, term of validity and geographical areas of a package of intellectual property rights such as registered trademark, patent and trade secret.
- *Provisions on royalty fees and deposit*: explicit agreement on the types, scopes and payment of royalty fees as well as the nature, scope and conditions of return of the deposit.
- *Provisions on supervision and control*: explicit agreement on supervision and control over the business location, business operation, quality of products and/or services and training for employees in order to ensure the consistency of the franchise system.
- *Provisions on trade secrets and non-compete*: explicit agreement on the scope, protection measures and liability of breach of contract.
- *Provisions on transfer of rights and obligations under franchise contracts and sublease of premises*: explicit agreement on conditions and procedures for the transfer of rights and obligations under the franchise contract by the franchisor or franchisee as well as for the premises subleasing of the franchisee.
- *Provisions on liabilities*: explicit agreement on the liabilities between the franchisor and the franchisee if either of them breaches the contract or commits a tort against any third party.

2. Further Measures for Franchisors to Take:

- (a) Entering into Separate Trademark or Patent Licensing Contract and Filing with Competent Authorities

Considering the importance and complexity of the licensing of registered trademarks, patents and other intellectual property rights, in order to better protect the intellectual property rights of the franchisor, the franchisor may request the franchisee to enter into a separate trademark or patent licensing contract in conjunction with the execution of the franchise contract, to address specific issues regarding trademark or patent licensing, and file such trademark or patent licensing contract with competent authorities in

charge of intellectual property rights.

(b) Establishing Open Communication Channels by Sending Supervisors and Holding Coordination Meetings

Smooth communications will not only help the franchisee effectively implement the business philosophy and business model of the franchise business, but will also promote a good relationship between the franchisor and the franchisee, which helps avoid unnecessary disputes.

3. Further Measures for Franchisees to Take:

(a) Conducting Due Diligence Investigation Before Entering into the Franchise System

Although the franchisor shall have the obligations to disclose certain information to the franchisee according to Article 22 of the Regulations, it is also necessary for the franchisee to further check the information by conducting due diligence investigations in order to avoid risks. With regard to legal due diligence, the following matters are noteworthy:

- Whether the franchisor is incorporated legally and existing validly; whether it has lawful franchise qualifications.
- Basic information of the registered trademark, patent, trade name and etc. of the franchisor.
- Basic information of the business reputation and business model of the franchisor and the quality of the products or services provided by the franchisor.
- Whether the franchisor, its legal representative or key officers are involved in any illegal practice or significant litigation or arbitration cases.

(b) Effectively Excising the Right to Unilaterally Terminate the Contract

Considering that many resources are often controlled by the franchisor who is in a relatively strong position, the PRC legislation allows franchisees to unilaterally terminate the franchise contract under certain circumstances (e.g., the franchisee may terminate the contract a certain period after the establishment of the contract or whenever it finds that the franchisor provides false information or omits material information pursuant to Article 12 and Article 23 of the Regulations). The franchisees can of course employ this right flexibly to protect their own interests to the greatest extent.

* * *

This memo is a brief introduction of the franchise laws and practices in China. This memorandum is for your reference purpose only and cannot be deemed as our formal legal opinions with respect to the relevant issues. If there is any discrepancy between our discussions herein and any rule or official interpretation to be issued by the relevant PRC government authorities, such new rule or interpretation shall prevail.

If you have any questions, please feel free to contact us at inquiry@hanyilaw.com.

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关于：中国商业特许经营的法律和实践简介

近代意义上的商业特许经营起源于 19 世纪中叶的美国胜家缝纫机公司（Singer Sewing Machine Company）。这种经营模式的成功使得特许经营逐步传入不同国家的不同行业，并获得蓬勃发展。著名的代表包括快餐店（如麦当劳、肯德基、必胜客），酒店（如希尔顿、假日酒店），饮料企业（如可口可乐）等。从 1987 年肯德基在北京开设第一家特许经营店面开始，特许经营在国内的众多行业飞速发展。根据中国连锁经营协会的不完全统计，中国在 2003 年底已经成为世界上特许经营体系最多的国家。尽管特许经营规模在国内发展迅速，但是整个市场仍然处于起步阶段，缺乏完善的法律和保护，与特许经营有关的纠纷层出不穷。本所律师根据对中国现行法律规范的理解和相关实践操作，在本备忘录中对中国商业特许经营(下称“特许经营”)活动中一些常见的法律纠纷及可以采取的法律保护手段作了简要介绍和分析，供拟从事或有兴趣从事特许经营活动的当事方参考。

一、 中国对特许经营活动的法律规范概述

就目前中国关于特许经营活动的法律规范来看，主要的依据是 2007 年国务院颁布的《商业特许经营管理条例》（“《条例》”）以及商务部颁布的《商业特许经营备案管理办法》和《商业特许经营信息披露管理办法》等规定。根据该等规定，从事特许经营活动主要需满足特许人必须是企业、特许经营活动有成熟的经营模式以及特许经营期限一般不少于 3 年等要求和条件。在省、自治区、直辖市范围内从事特许经营活动的，应当向所在地省、自治区、直辖市人民政府商务主管部门备案；跨省、自治区、直辖市范围从事特许经营活动的，应当向国务院商务主管部门备案。

1. 特许经营的定义

根据《条例》，“特许经营”，是指拥有注册商标、企业标志、专利、专有技术等经营资源的企业（“特许人”），以合同形式将其拥有的经营资源许可其他经营者（“被特许人”），由被特许人按照合同约定在统一的经营模式下开展经营，并向特许人支付特许经营费用的经营活动。

根据《条例》，特许经营活动主要具有以下 4 个特征：

- (i) 特许人与被特许人之间是一种合同关系。特许经营合同是特许人和被特许人之间签订的双务、有偿合同。其中，特许人必须是已经拥有至少 2 个经营时间超过 1 年的直营店的企业。需要注意的是，《条例》规定特许人只能是企业，而被特许人可以是企业，也可以是其他经济组织或个人。
- (ii) 知识产权授予是特许经营活动的核心。特许人在一定期限和地域内将其商标、专利、商号、经营模式等一揽子知识产权有偿授予被特许人。
- (iii) 所有被特许人都在同一个运作模式下提供同质服务，特许人有权对被特许人进行监督，以确保体系内部的一致性。
- (iv) 被特许人需要支付一定的对价（比如特许经营费用等），才能获得特许人积累的经营资源。

2. 特许经营与传销、直销之简单辨析

需要注意的是，实践中一些以特许经营为名的活动，往往可能是传销的变种。传

销在中国是被明令禁止的违法行为。合法开展特许经营活动，首先需辨明会不会涉及传销。

根据国务院 2005 年颁布的《禁止传销条例》，“传销”是指组织者或者经营者发展人员，通过对被发展人员以其直接或者间接发展的人员数量或者销售业绩作为依据计算和给付报酬，或者要求被发展人员以缴纳一定费用为条件取得加入资格等方式牟取非法利益，扰乱经济秩序，影响社会稳定的行为。

与特许经营相比，传销人员都是以自然人的身份加入，且传销在很大程度上需要依靠传销人员的人际关系网络生存发展。传销活动的组织者或经营者往往通过发展传销人员，要求被发展人员进一步发展其他人员加入，形成“上下线”关系，并以“下线”的销售业绩为依据计算和给付上线报酬，从而牟取非法利益。根据规定，以特许经营名义从事传销行为的，应依照《禁止传销条例》的有关规定予以处罚，包括责令停止违法行为、没收违法所得，处以一定数额的罚款等，构成犯罪的，还将被依法追究刑事责任。

此外，实践中还有一种与特许经营和传销有一定相似性的直销活动。直销，是一种由直销企业招募直销员，并由直销员在直销企业固定营业场所之外直接向最终消费者推销产品的经销方式。直销活动是中国法律允许的，主要由国务院 2005 年颁布的《直销管理条例》来规范。

较之于特许经营，直销并不涉及把直销企业的注册商标、企业标志、专利等经营资源许可或授予直销员，而仅是一种单纯的商品销售方式。对希望从事特许经营活动的人而言，也需要将其与直销予以区别。

二、 特许经营活动经常涉及的一些主要法律纠纷

1. 知识产权领域

我们注意到，最高人民法院在其 2008 年的《民事案件案由规定》中，将特许经营合同纠纷作为第三级案由，归入知识产权合同纠纷的一种，交由知识产权庭负责审理。这一方面意味着特许经营纠纷的日益增多已得到人民法院的重视，另一方面也可从审判实践的角度看出特许经营的实质就是关于一揽子知识产权的许可。

据我们了解，特许经营活动中引起知识产权领域法律纠纷的常见情形主要包括：

(a) 由特许人的行为引起的纠纷

- 特许人持有的商标、专利、著作权等知识产权存在侵犯他人在先权利的情形，第三人因此提起侵权之诉并获支持，从而使整个特许经营体系失去合法的知识产权支撑，进而使特许经营活动难以维持，并给被特许人造成损失。
- 特许人与其雇员就商业秘密的保密措施、竞业禁止条款、泄密应急机制等未作出约定或约定不明确，或其雇员有意违反约定，导致特许经营体系的核心竞争力遭受破坏，给特许人及被特许人的经营造成损失。

(b) 由被特许人的行为引起的纠纷

- 被特许人超出合同约定的地域、有效期限或范围使用商标、专利等行

为，给特许人造成损失。

- 被特许人获得商标、专利等知识产权使用权的许可后，生产、销售的产品或者提供的服务粗制滥造、以次充好，在情节严重的情况下导致特许人的商标、专利等被撤销，从而给特许人造成重大损失。
- 被特许人与其雇员就商业秘密的保密措施、竞业禁止条款、泄密应急机制等未作出约定或约定不明确，或其雇员有意违反约定，导致特许经营体系的核心竞争力遭受破坏，给特许人和被特许人造成损失。

(c) 由第三人的行为引起的纠纷

- 第三人侵犯特许经营涉及的注册商标、专利、企业标志等知识产权的行为，导致特许经营体系的核心竞争力遭到破坏，给特许人及被特许人造成损失。

2. 房屋租赁关系领域

在特许经营活动中，店铺的选择也至关重要。实践中，由于绝大多数被特许人都是通过租赁商业店铺来开展特许经营活动，因此，一旦其租赁的店铺所涉及的租赁关系存在法律瑕疵甚至漏洞，导致店铺被收回等不利后果，除了会给被特许人造成经济损失外，对整个特许经营体系的声誉和形象也将产生负面影响。这一类法律纠纷的常见情形主要包括：

(a) 特许人与被特许人之间的纠纷

- 特许人与被特许人事先约定被特许人经营不善时需将店铺转租给特许人，但被特许人违反约定，擅自将店铺转租给其他人。

(b) 被特许人与出租人之间的纠纷

- 出租人租赁的店铺不具备合法出租的条件，比如未取得相应的房屋产权证或土地使用权证，或者属于违章建筑，存在不符合安全、防灾等工程强制性标准，违法违规改变房屋用途等情形，给被特许人造成损失。
- 被特许人与出租人签订的租赁合同未依法到房地产登记机构办理备案手续，出租人又与第三人签订租赁合同并且将店铺交给第三人合法占有，导致被特许人签订的租赁合同不能对抗第三人，从而遭受损失。
- 出租人未履行房屋修膳义务，房屋的设施存在安全隐患，造成被特许人在经营活动中遭受人身、财产损失。

3. 劳动关系领域

尽管从理论上讲，特许人和被特许人都是独立的法律资格主体，各自负责其员工的招聘，但实践中，特许人除了基于对特许经营合同的履行，对被特许人进行培训指导外，有时还会参与对被特许人员工的招聘和培训等活动。对于由特许人负责为被特许人招聘和培训的员工，如果该等员工由于技能生疏等原因受到损害，或者该等员工对第三人造成损害，则特许人需要依据其与被特许人的约定，承担

相应的法律责任。

三、从事特许经营活动可以考虑的若干法律风险防范措施

特许经营商业模式在中国尚属起步阶段，市场环境和法律环境还有待成熟和完善。特许经营活动中的纠纷以及利用特许经营活动进行诈骗的现象都层出不穷。本所律师根据特许经营活动的特点及其在相关领域的经验，提出如下一些建议，供特许经营当事方参考：

1. 起草和签订尽可能详细、完备的特许经营合同

特许经营合同不仅对建立和维持特许经营法律关系而言至关重要，也是解决特许经营纠纷的根本依据。无论对特许方还是被特许方而言，都需要一份尽可能详细、完备的特许经营合同。

在草拟和谈判特许经营合同的过程中，当事双方除应参照《条例》第 11 条对于特许经营合同基本内容的要求和提示外，最好能就下列条款作出明确的约定：

- **特许经营权授权条款：**即，就相关知识产权（如注册商标、专利、商业秘密等）行使的范围、期限、地域等作出明确约定。
- **特许经营费用和保证金条款：**即，对特许经营费用的种类、范围、支付方式以及保证金的性质、保证内容、返还条件等作出明确约定。
- **监督与控制条款：**即，就特许人对被特许人营业地点、经营运作、商品或者服务的品质、员工培训等事项进行监督和控制等作出明确约定，以保证特许体系的统一性。
- **商业秘密和限制竞争条款：**即，就商业秘密的范围、保护措施和限制竞争的范围、期限等以及违约责任等作出明确约定。
- **特许经营合同下的权义转让及租约转让条款：**即，就特许人和被特许人转让特许经营合同下的权利义务、被特许人的店铺转租的条件、程序等作出明确约定。
- **责任归属条款：**即，对于因特许人或者被特许人的原因导致的侵权或者违约的情形，需对第三人承担相关的法律责任时，特许人和被特许人的内部责任归属和承担作出明确约定。

2. 特许人可以进一步考虑的其他保护性措施：

(a) 另行签订商标、专利使用许可合同并提交备案

鉴于注册商标、专利等知识产权许可使用的重要性和复杂性，为更好地保护特许人的知识产权，特许人可要求被特许人在签署特许经营合同的同时与其另行签署商标或专利使用许可合同，就该等商标、专利许可使用的具体问题作出规定，并将该等商标、专利使用许可合同提交知识产权主管部门进行登记备案。

(b) 通过派出监督和控制人员、举办沟通会等方式建立通畅的沟通渠道

通畅的沟通不仅能帮助被特许人对约定的经营模式和理念的有效实施，而且有利于促进特许经营双方当事人之间保持良好的关系，避免不必要的纠纷。为此，特许人可通过定期或不定期派出监督和控制人员和举行沟通会的方式，听取被特许人的意见、建议，与被特许人交流改进经营模式的想法等。

3. 被特许人可以进一步考虑的其他保护性措施：

(a) 加入特许经营体系前开展必要的尽职调查

尽管特许人有义务按照《条例》第 22 条的要求，向被特许人披露特定信息，但为谨慎起见，被特许人有必要通过尽职调查等方式，对特许人所披露的信息的真实性和可靠性进行甄别，以避免和防范风险。就法律尽职调查而言，其重点可以考虑以下几方面：

- 特许人是否合法设立并有效存续、是否具备合法的特许经营主体资格。
- 特许人持有的注册商标、专利、企业标志等知识产权的基本情况。
- 特许人的商业信誉、经营模式、向被特许人提供的产品或服务的品质等。
- 特许人及其法定代表人、重要管理人员是否涉及重大违法违规活动，是否涉及重大诉讼、仲裁等情况。

(b) 巧用法律法规赋予的合同单方解除权

考虑到特许人往往掌握众多资源，多处于相对强势的地位，为保护资源和经验相对缺乏的被特许人，立法者在《条例》的 12 条和 23 条赋予了被特许人单方解除特许经营合同的权利（即，在合同订立后的一定期限内以及在特许人隐瞒或提供虚假信息的情况下）。被特许人当然不妨灵活运用此项权利，以最大程度地保护自己的合法利益。

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本备忘录仅简述特许经营法律实务中的常见问题，供阁下做一般性参考，并不能视为我们就相关事项出具的任何正式法律意见。如果本备忘录的内容与有权机关之后颁布的法律法规或提出的要求有不一致之处，应以该等法律法规或要求为准。

如阁下对本备忘录所述内容有任何疑问，请随时联系(inquiry@hanyilaw.com)。

瀚一律师事务所
2011 年 6 月 16 日