

## FRANCHISE DISCLOSURE DOCUMENT

### NATIONAL INTERNET CORPORATION

a Delaware Corporation

d/b/a WSI

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Lewes, Delaware 19958

1-(888)-678-7588

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Facebook: <http://www.facebook.com/pages/WSI-Social/126447899062>

YouTube: [www.youtube.com/wsipowered](http://www.youtube.com/wsipowered):



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The franchise is for WSI Businesses which provide full service digital marketing systems to businesses (the “System”) under the trademark WSI<sup>®</sup>, and other authorized marks.

The total investment necessary to begin operation of a WSI Business ranges from \$60,350 to \$166,650. This includes an initial franchise fee that must be paid to us, which is calculated based on the type of license you elect, as follows: (i) \$49,700 for a Single Territory License, (ii) \$59,700 for a District Territory License, (iii) \$69,700 for a Multi-District Territory License, (iv) \$84,700 for a National Territory License; (iv) \$117,000 for a Multi-National Territory License, and (v) \$147,000 for an International Territory License (See Item 5 for further discussion of the initial franchise fee).

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Suzanne Bonello at 5580 Explorer Drive, Suite 600, Mississauga, Ontario, Canada L4W 4Y1 or (905) 678-7588 or [admin@wsicorporate.com](mailto:admin@wsicorporate.com).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

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v. 12.3 Mar. 2010

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

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## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit D for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION ONLY IN TORONTO, ONTARIO, CANADA OR AT A MUTUALLY AGREED LOCATION AND BY ARBITRATION ONLY AT A LOCATION WITHIN 20 MILES OF OUR THEN-CURRENT U.S. HEADQUARTERS (CURRENTLY IN LEWES, DELAWARE), AS SELECTED BY THE ARBITRATOR. ANY DISPUTES (OTHER THAN OUR INJUNCTIVE CLAIMS WHICH MAY BE BROUGHT IN ANY COMPETENT COURT) NOT FULLY RESOLVED BY MEDIATION OR ARBITRATION MUST BE LITIGATED ONLY IN LEWES, DELAWARE. OUT OF STATE MEDIATION, ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN TORONTO OR TO ARBITRATE OR LITIGATE WITH US IN DELAWARE THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT DELAWARE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR FAILURE TO MEET THE MINIMUM SALES VOLUME DESCRIBED IN ITEM 12 IS CAUSE FOR TERMINATION OF THE FRANCHISE AGREEMENT.
4. WE MAY SELL OR DISTRIBUTE PRODUCTS OR SERVICES TO THE GENERAL PUBLIC IN COMPETITION WITH YOUR FRANCHISE BUSINESS, INCLUDING OVER THE INTERNET.

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