

Chapter 35

ROMANIA

Cristina Daianu, Anamaria Corbescu and Babette Märzheuser-Wood¹

I INTRODUCTION

Romania has a strong franchise market, the past decade showing great support and opportunities for existing and potential foreign franchisors. The first law issued with regard to franchising was Government Ordinance No. 52/1997, which set out a legal framework for franchisors looking to develop businesses in Romania. After this law was promoted, the market began to evolve more and more, and as a result large-scale franchises such as McDonald's and Starbucks have entered the market.

One of the benefits that foreign franchisors see in the Romanian market is the fact that Romanian consumers are highly receptive to international brands. The most successful areas for franchising currently are restaurants, catering, hotels and retail.

The Romanian Franchise Association is the most significant industry body, its purpose being the observance, analysis, development and promotion of franchising as a commercial method in Romania.

II MARKET ENTRY

i Restrictions

There are no specific restrictions or approvals necessary for foreign franchisors when entering the Romanian market. However, there are specific restrictions and requirements, (e.g., licences, permits, and requirements to be part of a regulated profession, Trade Registry requirements in order to set up a business, etc.) depending on the type of business.

¹ Cristina Daianu is a local partner, Anamaria Corbescu is managing counsel and Babette Märzheuser-Wood is head of the EMEA franchise group at Dentons.

ii Foreign exchange and tax

According to the Romanian Currency Legislation (National Bank of Romania Regulation No. 4/2005 regarding currency regulations, as amended), payment between Romanian residents and non-residents may be performed in any currency chosen by the parties without restriction. In this respect, a Romanian resident franchisee would be allowed to make payments to a non-resident franchisor in any currency agreed between the parties. Payment between residents needs to be made, however, in the Romanian national currency (the leu).

Some international franchisors may choose to establish a Romanian subsidiary, to act as their master franchisor for Romania. These entities will be subject to 16 per cent flat corporate tax as any other Romanian entity. Other taxes, such as tax on dividends, may also apply, depending on the specific circumstances.

Amounts paid in cash or kind for the right to use a franchise are deemed as royalties under the Romanian Fiscal Code. Amounts payable to those companies without a local presence are subject to a 16 per cent withholding tax, unless a more favourable taxation regime is provided under the Interests and Royalties Directive or by double taxation treaties (DTTs) between the country of the franchisor and Romania. As a general rule, the Interests and Royalty Directive or the DTT provisions may be applied only if the franchisor provides a valid certificate of tax residence issued by the competent tax authority at the moment of payment of the royalty.

III INTELLECTUAL PROPERTY

i Brand search

Romania maintains public national databases of those intellectual property rights that require registration for validity purposes (such as trademarks, designs, utility models, patents) or for opposability purposes (copyrights).

Such databases can be searched against payment of nominal fees by any interested third party. It is usually best to use a registered IP agent (there are specialised IP agents providing 'watching' or 'monitoring' services) who will file a request for information with the relevant public register. Such a search can be performed without any particular reason, for example just to prospect the market. At times, depending on the type of intellectual property rights in question, such a search is performed by the State Office for Inventions and Trademarks, during the registration process for a new trademark. If a potential conflict is revealed during the search, the franchisor needs to assess its impact on the proposed franchise project.

Subsequent to an amendment to the trademark legislation, in 2010, the State Office for Trademarks and Inventions (OSIM) can no longer examine and refuse trademark registrations *ex officio* for cases of perceived conflicts with identical or similar prior trademarks. Monitoring new trademark applications and objecting to a possibly competing registration will now be the exclusive responsibility of current trademark owners, who will have to watch the publication of new trademark applications carefully and react through the opposition proceedings.

ii Brand protection

In case of trademarks, to obtain exclusive protection in Romania franchisors should register their marks either (1) as Community trademarks, through the Office of Harmonization for the Internal Market (OHIM), for protection in all EU Member States (which, after 2007, includes Romania); (2) as a domestic (Romanian) trademark directly with OSIM; or (3) through the World Intellectual Property Organization (WIPO), with Romania as one of the designated countries. This would help preclude the use of confusingly similar trademarks in Romania by any third parties and entitle the holder to actively fight any infringement or counterfeiting that may occur in Romania (including claiming damages or injunctive relief such as prohibiting unauthorised use, etc.).

The legal protection of national trademarks in Romania is ensured through registration with OSIM, as set out in Law 84/1998 regarding trademarks and geographical indications. The validity period for a trademark is 10 years from the date of the application, being subject to fee-based renewal every 10 years. The procedure usually takes at least three to five months but can take up to two years, the timing thereof depending upon the potential contestations or other obstacles encountered.

A franchisor interested in the Romanian market would need to make sure that all the relevant intellectual property is adequately protected. Typically in a franchise system this would be the trademark, the domain name and the copyright in the written materials. These represent different types of intellectual property and are subject to different legal regimes under Romanian law.

iii Enforcement

In Romania, intellectual property rights may be enforced through court proceedings in case of infringements or through opposition proceedings based on underlying specific legislation (i.e., court action for cancellation of trademarks registered in bad faith, specific customs actions such as confiscation of counterfeit goods, etc.). Additional rights of action arise under general law based on tort or criminal liability. Violation of intellectual property rights may result in civil, administrative and criminal liability. Title holders may request courts to acknowledge their rights and to ascertain and stop the infringement of such rights, claiming damages on such grounds. The Romanian legislation is generally in line with the EU requirements and Romania has acceded to most international treaties and conventions related to intellectual property rights.

iv Data protection, cybercrime, social media and e-commerce

Romanian data protection law is based on Romanian Law No. 677/2001 regarding the protection of individuals in connection with the processing and free circulation of personal data, as amended and harmonised with applicable EU directives. There is a Data Protection Authority (DPA). Under the law, the processing and transfer abroad of personal data must be reported to the DPA prior to carrying out any such operations. No operations involving processing and transfer of data should be initiated in the absence of DPA's prior approval. Approval can be implied, in the case of simple processing, if the DPA does not object within five working days from the filing. For EU franchisors this should be a formality but for franchisors from outside the EU additional steps may have to be taken to ensure the data are secure and processed correctly.

Processing of personal data means any operation performed upon the personal data of an individual such as collection of customer data or the storage of customer feedback forms as well as any form use or, disclosure of such data to a third party such as the franchisor.

In addition, Romania has specific legislation in place regulating e-commerce, e-signature, distance contracts and fighting cybercrime any other types of internet or electronic crimes, in line with the EU requirements.

IV FRANCHISE LAW

i Legislation

The primary legislation is the Franchise Law, which defines franchise in Article 1 and further describes in broad terms the general framework and the main rights and obligations of the parties when entering into franchise agreements.

According to the Franchise Law, a franchise is defined as 'a trading system based on a continuous cooperation between individuals or legal persons, who are financially independent, whereby a franchisor grants the franchisee the right to exploit or develop a business, a product, a technology or a service'. Thus, the franchisee is an independent contractor selected by the franchisor, which adheres to the uniformity principle of the franchise network, as this is defined by the franchisor.

More specifically, the Franchise Law regulates the following three aspects of a franchise relationship:

- a first, it regulates the pre-contractual phase by imposing an obligation of pre-contractual disclosure;
- b second, it regulates the contractual phase by requiring the franchise agreement to have a certain minimum content; and
- c finally, it addresses the post-contractual phase by dealing with certain effects of termination.

The Franchise Law sets out certain general principles regulating the relations between the contracting parties, which are complemented, *inter alia*, by the provisions of the New Civil Code, general civil law principles, and relevant competition norms.

ii Pre-contractual disclosure

The Franchise Law imposes a pre-contractual disclosure obligation on the franchisor. The purpose of the pre-contractual phase is seen as allowing each of the parties to take an informed decision based on disclosure of material facts. The Franchise Law sets forth the general information that the franchisor must disclose to the franchisee prior to the conclusion of the franchise agreement. Although not expressly requested by the Franchise Law, disclosure should be made a reasonable time before the franchise agreement is signed. We would typically recommend allowing a waiting period of at least a couple of weeks.

The information that must be disclosed by the franchisor to the franchisee comprises the following:

- a* A description of the franchisor's experience that will be made available to the franchisee. According to experts, this obligation does not oblige the franchisor to disclose actual know-how that would be confidential until the franchise agreement is signed. Rather a summary of the history and identity of the franchisor and general information about the franchise system is required.
- b* A summary of the financial conditions of the franchise agreement must be given. This covers not only fees (the initial fee, the periodical royalties, advertising fees, etc.) but also information on the price payable for products services and the costs of technologies that must be purchased from the franchisor.
- c* The disclosure document must outline the duration of the franchise agreement, any rights of renewal and the termination provisions of the agreement.
- d* If exclusivity is granted, this matter should be also disclosed in the disclosure document. It is a requirement to state the purpose and area of the exclusivity granted.
- e* Finally and importantly the franchisor must provide to the franchisee sufficient information to enable the franchisee to compile a financial plan and to calculate a financial result.

Although not expressly provided for the pre-contractual phase by the Franchise Law, disclosure obligations are also imposed on the franchisee, which should sufficiently disclose its financial credentials and ability to successfully run the franchised business.

The Franchise Law does not mention any particular form for such disclosure. However, it is in the franchisor's (and sometimes, in both parties') interest to have written evidence that proper disclosure was made.

Although not expressly provided by the Franchise Law, it can be implied that the information has to be correct and not misleading. Improper disclosure may lead to a damages claim or to the cancellation of the contract because of an improper consent.

iii Registration

Romania does not have a franchise registration law. The franchise agreement is valid if it is duly executed by the contractual parties; no notarisation or other formalities are required. However, registrations required by other laws such as Trade Registry registrations (for companies or for individuals – under the form of a so-called registered individual (*persoana fizica autorizata*)) may apply.

Further, under the Romanian trademark law, trademark licences can be registered with the Romanian Office for Patents and Trade Marks to enable the franchisee to enforce trademark rights against third parties. As a general comment, lack of registration does not affect the validity of the licence itself. If the franchisor does not want the franchisee to have an independent right of action against third parties, it may prefer not to register the licence.

iv Mandatory clauses

Franchise agreements in Romania tend to comply with international standards (covering rights and obligations of the parties, non-compete, IP-protection clauses, etc.). The particularity in Romania, as opposed to other jurisdictions, is that most of these principles are included in the Franchise Law offering a general framework for the clauses and principles that have to be included in a franchise contract. It is debatable whether these provisions are mandatory or not, as no clear sanctions are provided in the law. It can be said that while certain norms offer general guidelines (a sort of best practice guide), leaving room for variation, others are likely to be interpreted as being mandatory and their non-observance could result in the invalidity of the specific provision or in the case of a very important omission, even of the entire contract.

The Franchise Law requires the franchise agreement to cover the following clauses:

- a* the object of the agreement;
- b* the parties' rights and obligations (which have to be provided without ambiguity);
- c* the financial conditions;
- d* the duration of the agreement; and
- e* the possibilities to amend, prolong and terminate the agreement.

The franchise contract has to comply, by law, with the following principles:

- a* the term of the contract has to be long enough to enable the franchisee to depreciate its initial investment;
- b* the franchisor has to give sufficient advance notice to the franchisee of its intention not to extend the contract;
- c* as regards rights of termination, the contract should be specific listing all acts and incidents that can result in an early termination;
- d* the contract should be specific about the conditions of assignment of the contract and more specifically, the selection criteria for a potential successor in rights to the franchisor or franchisee;
- e* a pre-emption right may be provided in favour of the franchisor but this is optional;
- f* non-compete and confidentiality clauses may be included, in order to protect the know-how of the franchisor; again this is optional;
- g* the financial conditions have to be clearly provided;
- h* mandatory notice to cure. The law requires that in case of any breach by the franchisee of its obligations, notice to cure must be given in writing by the franchisor in order to allow the franchisee to remedy the breaches;
- i* trademark protection clauses may be included; and
- j* exclusivity may be granted.

According to the Franchise Law, the franchisor has to comply with the following requirements and obligations:

- a* the franchisor must have owned and exploited a business a couple of years before launching a franchise network;
- b* the franchisor must be the right-holder of the relevant IP rights; and

- c* the franchisor has to provide to the franchisees an initial training programme as well as ongoing technical and commercial support.

The franchisee has to fulfil the following requirements and comply with the following obligations:

- a* the franchisee has to develop the franchise network and to maintain its identity and reputation;
- b* the franchisee has to provide the franchisor with any information enabling the franchisor to assess the performance and the financial status of the franchised business; and
- c* the franchisee has to keep the confidentiality of the know-how received from the franchisor, both during the term of the contract and following its termination.

v Guarantees and protection

Romanian law recognises different forms of security such as mortgage, surety, pledge over accounts, bank guarantee, etc. The preferred form of guarantee in franchise relationships is the surety (for local franchises). Typically the owner of the franchised business stands surety for its debts. International franchisors tend to prefer bank guarantees. While bank guarantees are easier to enforce, they are more difficult to obtain in practice as it is necessary to have a local franchisee with high financial standing and a good credit record. A surety is easier to obtain in practice (although the personal liability is disliked and entrepreneurs try to avoid it), but they are more difficult to enforce as court enforcement is required and certain defences are available that would not exist in a first-demand bank guarantee.

V TAX

i Franchisor tax liabilities

If the franchisor is a Romanian company, it is subject to the flat 16 per cent profit tax, like any other Romanian company. Dividends are equally subject to taxation at 16 per cent, unless either the Parent-Subsidiary Directive or a more favourable DTT applies.

Payments made to foreign franchisors qualify as royalty and are taxed with 16 per cent withholding tax, unless the Interest and Royalties Directive or a more favourable taxation regime applies under a DTT.

ii Franchisee tax liabilities

If the franchisee is a company it will pay corporation tax at a flat tax of 16 per cent. Individuals are subject to 16 per cent flat income tax.

iii Tax-efficient structures

Foreign franchisors should consider carefully the location of their franchisor company. Countries such as Cyprus, the Netherlands and Luxembourg are popular because of favourable DTTs, but Romania has also implemented the Interest and Royalties Directive, which allows zero withholding for payment of royalties.

VI IMPACT OF GENERAL LAW

i Good faith and guarantees

As a general principle under the Romanian law, the contracting parties may freely agree upon the terms of a commercial agreement, provided that they do not breach the rules of public policy, good faith and the mandatory provisions of the law.

It is widely accepted among scholars that good faith is a general principle under the New Civil Code of Romania that applies to all civil and commercial relationships. Thus the principle of good faith does apply to franchise agreements.

With respect to contracts, the New Civil Code provides that contracts shall also be executed in good faith. To this end, the contracting parties have to act in good faith during the negotiation, execution and performance of a contract. The New Civil Code expressly provides that the parties cannot exclude or limit the obligation of good faith. Launching or continuing negotiations without the intention of closing a deal is considered by law an act of bad faith. The party breaking off negotiations in bad faith is liable to the other party for any damage caused. Damages are calculated taking into account the expenses of the negotiation process, the offers rejected by the other party and other, similar, circumstances. Good faith equally affects the performance of the franchise agreement in that the parties must act in good faith when exercising their contractual rights and performing their contractual obligations.

ii Agency distributor model

The agency contract is regulated by the New Civil Code and is defined as a contract by way of which the principal appoints the agent to negotiate or to negotiate and sign contracts in the principal's name and on the principal's behalf in a certain territory, against a compensation to be paid by the principal. The franchisee does not act on behalf of the franchisor and its compensation is not paid by the latter; there are also two separate norms governing the two contracts, so there are arguments to consider the franchise and the agency as two separate agreements, the norms governing one not applying to the other (and *vice versa*).

iii Employment law

Under Romanian law, it is possible that a franchisee that is subject to a large degree of dependence on the franchisor could be characterised as an employee. This would apply where the franchisee's activity, as carried out for the benefit of a Romanian organisation, may be considered a dependent activity and thus, the underlying contractual relationship may be re-characterised as a labour relationship, which would entitle the relevant individuals to the statutory protection afforded under Romanian law to employees. In that case their income would be reclassified as salary income, which would need to be taxed accordingly (i.e., taking into account also all related social security charges).

That said, if the elements that are specific to a labour relationship are avoided (such as complete subordination, fixed and monthly remuneration, vacation periods, etc.), the risk for such a requalification would be remote.

iv Consumer protection

Under the current relevant Romanian legislation on consumer protection, there are arguments that franchisees cannot be assimilated to consumers because they are not, in many cases, individuals, and because, generally, they operate a commercial business.

v Competition law

Romania is a part of the EU and as a result European competition law principles apply. Consequently, the Vertical Restraints Block Exemption (VBER) and the Guidelines to the Vertical Restraints Block Exemption are applicable.

Certain Competition Council investigations have taken place in Romania in respect of some franchise networks operating in Romania investigating allegations of price fixing.

In the *Fornetti* case, the franchisor – a bakery producer – provided pre-printed pricing labels to its franchisees. The main issues pointed out during these investigations were to the effect that the pre-printed labels were imposing fixed prices on goods.

vi Restrictive covenants

Non-compete, confidentiality and exclusivity are under the most common restrictive covenants during the term of the franchise agreement. Non-compete and confidentiality can be provided also post-termination.

Romania follows the VBER and, as such, certain IP-related obligations, considered necessary to protect the franchisor, are also covered:

- a* an obligation on the franchisee not to engage, directly or indirectly, in any similar business;
- b* an obligation on the franchisee not to acquire financial interests in the capital of a competing undertaking such as would give the franchisee the power to influence the economic conduct of such undertaking;
- c* an obligation on the franchisee not to disclose to third parties the know-how provided by the franchisor as long as this know-how is not in the public domain;
- d* an obligation on the franchisee to communicate to the franchisor any experience gained in exploiting the franchise and to grant the franchisor, and other franchisees, a non-exclusive licence for the know-how resulting from that experience;
- e* an obligation on the franchisee to inform the franchisor of infringements of licensed intellectual property rights, to take legal action against infringers or to assist the franchisor in any legal actions against infringers;
- f* an obligation on the franchisee not to use know-how licensed by the franchisor for purposes other than the exploitation of the franchise; and
- g* an obligation on the franchisee not to assign the rights and obligations under the franchise agreement without the franchisor's consent.

In line with the VBER, restrictions on the purchase, sale and resale of goods and services within a franchising arrangement, such as selective distribution, non-compete obligations or exclusive distribution, need to be assessed based on the 30 per cent market share threshold, but taking into account the fact that:

- (a) The more important the transfer of know-how, the more likely it is that the restraints create efficiencies and/or are indispensable to protect the know-how and that the vertical restraints fulfil the conditions of Article 101(3);*
- (b) A non-compete obligation on the goods or services purchased by the franchisee falls outside the scope of Article 101(1) where the obligation is necessary to maintain the common identity and reputation of the franchised network. In such cases, the duration of the non-compete obligation is also irrelevant under Article 101(1), as long as it does not exceed the duration of the franchise agreement itself.*

vii Termination

The franchise agreement is generally concluded for a specific period of time and expires automatically at the end of the term. There are no mandatory renewal rights. However, the franchisor is obliged under mandatory law to notify the franchisee with sufficient time in advance of its intention not to renew the franchise contract.

The franchise agreement may further be terminated for default or breach by the other party and, according to the Franchise Law, notice to cure must first be given. The Franchise Law provides that the franchisor will notify the franchisee in writing about any breach of its contractual obligations, at the same time allowing the latter a reasonable time to remedy the breach. As an exception to this rule, the Franchise Law stipulates that the parties may include in the franchise agreement a clause that permits termination without prior notice to cure. Such a clause must set out in clear detail the conditions when termination without prior notification is acceptable.

In Romania, it generally used to be difficult to unilaterally terminate a contract – in the specific case of franchise agreements this could only be achieved upon allowing the defaulting party a remedial period and, at times, in the absence of very clear contractual rules regarding situations of default or breach, the involvement and oversight of the judiciary was needed (a court action was needed in most cases). The New Civil Code adopted in 2011 shifted more clearly towards termination by notice as the general rule and the court intervention as a default situation only. As a general recommendation for a swift and efficient termination mechanism in case of default or breach by one of the parties, in light of the new civil law framework, it is important for the parties to carefully regulate in the contract the cases of default or breach that may trigger the termination (as opposed to penalties or other contractual sanctions), by listing the contractual obligations that are deemed material and by stipulating the applicable remedial periods. Nonetheless, the courts' intervention cannot be excluded as a problematic or disputed termination would likely need to be finally settled by a judge.

Legal scholars consider that, unless otherwise agreed by the parties, the death of the franchisee (where it is an individual), should also trigger termination, given the fact that the franchise agreement is a contract personal to the franchisee (*intuitu personae*).

The most important post-termination clauses in local practice are:

- a* the negotiation of taking over the stocks by the franchisor (there is no statutory obligation in this respect);
- b* the possibility or obligation of the franchisor to acquire the franchisee's business;
- c* the franchisee stopping using the know-how, the brand and the trademark of the franchisor; and
- d* non-compete and confidentiality clauses for the franchisee.

viii Anti-corruption and anti-terrorism regulation

In Romania, fraud, corruption and money laundering are criminal offences and as such, are punishable by law. There are no provisions that apply specifically to franchise agreements, but the general legislation prohibiting such practices would apply, along with the criminal law concepts of instigation, accomplice or attempt.

ix Dispute resolution

The franchising system (although very popular) does not have a long-standing history in Romania. As such, relevant case law concerning the matter is scarce and legal doctrine tends to rely extensively on the opinions expressed in foreign scholarly literature.

Romania is a civil-law jurisdiction, and the court system is inspired by the French judiciary. In practice, due to the large workload of Romanian courts, it is not uncommon for the parties to wait between one and three years (in some extreme cases even more) before an enforceable judgement is issued.

Due to these circumstances, certain international franchisors tend to prefer international arbitration (and to the extent possible, foreign courts) over national litigation. Romania is a party to the New York Convention on the Recognition and Enforcement of Arbitration Awards. Thus, foreign awards can be enforced in Romania, but, nonetheless, one should consider that the enforcement process may prove quite lengthy as one may try to use any means of opposition allowed by Romania's civil procedure rules applicable to court cases. Enforcing a foreign award in Romania may sometimes take as long as two years, but conservatory measures are available if not already in place at the time the enforcement commenced. The decisions of the European courts can be enforced locally under the applicable EU Regulations but, as indicated above and for similar reasons, even this process can be time-consuming as an order of the local courts is needed and the Romanian courts tend to be slow.

In an effort to modernise dispute resolution proceedings and to curtail the length of litigation a new Code of Civil Procedure was passed and has entered into force during early 2013. Assessing the overall effectiveness of the new Code of Civil Procedure is however premature considering the recent date of the Code's enactment and the fact that many ongoing disputes are still governed by the former Code of Civil Procedure.

Parties to a franchise contract have the freedom to choose a foreign law as governing law if the contract has sufficient connection to a foreign country, such as may be the case where the franchisor is incorporated abroad. In light of certain rulings of the Supreme Court it is debatable whether two Romanian entities, notwithstanding their foreign shareholding, can subject their contract to a foreign law in absence of a material 'foreign' element of the agreement.

Injunctions are available as a temporary remedy in urgent cases. Trademark infringements by former franchisees that continue to use the trade name of the franchisor can be temporarily prevented through interim injunctions, until a court rules on the merits of the case.

VII CURRENT DEVELOPMENTS

Romania is a popular market for franchises and the legal framework is very much aligned with other EU Member States. Every year, new international brands are entering the market and most of them develop rapidly, given also the recent construction of shopping malls in all major cities.

Appendix 1

ABOUT THE AUTHORS

CRISTINA DAIANU

Dentons

Cristina Daianu, local partner in Dentons Bucharest office, has extensive experience in corporate and M&A work. She has also dealt with numerous franchising matters for multinational companies entering Romania. Cristina has assisted clients from a wide range of industries such as retail, logistics, advertising, printing, banking, pharmaceuticals and medical services, FMCG or the steel industry. Over the years, she has worked for and developed strong abilities in dealing with international investors. Cristina worked for several years in Frankfurt am Main and completed her studies at the University of Paris I Pantheon-Sorbonne; she is a lawyer qualified in both Romania and France and speaks Romanian, German, French and English.

ANAMARIA CORBESCU

Dentons

Anamaria Corbescu, managing counsel, is a core member of the corporate group, and is experienced in compliance and regulatory matters. In addition, Anamaria has solid experience in intellectual property and data protection issues. In terms of specific franchising experience, she has worked for Hilton, Marriott and Accor with respect to franchising and hotel management agreements, as well as brand management, IP and other commercial issues. As a Fulbright scholar, Anamaria completed her LLM studies at Columbia University in New York.

BABETTE MÄRZHEUSER-WOOD

Dentons

Babette heads up the EMEA franchise group at Dentons. She has more than 20 years' experience in international franchising with a particular focus on emerging markets. Her work includes the creation and critique of franchise contracts and their customisation to local law. Babette has transactional experience in all 28 EU Member States. Babette

is recognised as one of Europe's leading experts in hotel and leisure franchising with a particular emphasis on German-speaking Europe. Babette is ranked by *Chambers Global* as one of the top 10 franchise specialists in the world. She is also recommended by *The International Who's Who of Franchise Lawyers*, *Chambers UK* and *Legal 500* for her franchise expertise. Babette's research on the role of franchising in the European hospitality industry has attracted widespread media attention. Babette is the author of numerous publications on franchising. She also lectures widely on international franchise laws and her expertise is often sought by franchisors from common law countries that enter civil law jurisdictions. She is an associated editor of *The Franchise Law Review*. Babette is a member of the ABA Forum on Franchising, the IBA Franchise Committee and the IFA. She is dual-qualified in both Germany and the UK. She speaks English, German, French, Spanish and Russian.

DENTONS

Dentons Romania
Str gen C. Budisteanu 28-C
010775 Bucharest
Romania
Tel: +40 21 312 49 50
Fax: +40 21 312 49 51
cristina.daianu@dentons.com
anamaria.corbescu@dentons.com

Dentons United Kingdom
One Fleet Place
London
EC4M 7WS
United Kingdom
Tel: +207 2467053
babette.mwood@dentons.com

www.dentons.com