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Franchising Fact Sheet - Sweden (2012, October)

1. How is franchising defined under national law?	The franchise agreement is an agreement between the franchisor and franchisee in which the franchisee agrees to pay the franchisor for the use of the franchise business plan and sale of goods or services.
2. Are there any pre-contract disclosure requirements?	The law (2006:484) regulates which information which must be given to the franchise from the franchisor prior to the agreement.
3. Does the franchisor have any liability for claims against the franchisee?	It is regulated in the agreement.
4. When can the franchisor terminate the franchise agreement?	It is regulated in the agreement.
5. Are any particular formalities required for a franchise agreement to be legally valid and enforceable under national law?	No
6. Does a foreign franchisor have to establish a subsidiary or branch in the country?	No
7. Are there any other relevant requirements/provisions?	There are some specific tax issues as well as marketing regulations concerning franchising.

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