

## FRANCHISE AGREEMENT

This agreement is signed on this 11<sup>th</sup> day of January, the year 2008.

BETWEEN

....., a private limited company incorporated under the company's act 1956, and having its corporate office at ....., India, herein after referred to as the "**Franchiser**" which expression shall unless repugnant to the contest or meaning thereof include its successors and assigns of ONE PART.

AND

....., a proprietary firm having its ..... and represented by ....., S/o ....., aged about ..... years, hereinafter referred to as the "**Franchise**" which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART, each a party and collectively referred to as parties.

Both parties as above have expressed a desire of entering in to a franchise agreement to meet their respective objectives, which are set out here in below,

- a) ..... on its part has entered into the business of Online Ads, Offline Ads, Value Added Services and Premium Services and is interested in furthering this business through "Franchise" (Conductor) operated Signature:  
..... outlets on national basis maintaining a uniform standard facilities and services including uniformity in the charges levied from the customers for rendering the specified services.
- b) "Franchise" on his part is interested in entering into the business of operating as a service provider through their cyber cafe outlet and thus carrying out the business of providing services to the customers.
- c) ..... is desirous of appointing "Franchise" to conduct, manage and operate the services through the ..... as per the uniform norms set up by ..... in respect of nature of services and cost of services to the customer.
- d) "Franchise" is desirous of taking over the services offered by ....., for the purpose of its operations and management to carry out business on the terms and conductions contained herein.
- e) The purpose of this Agreement is to set forth the terms and conditions under which the parties to the Agreement shall conduct themselves during the substances of Agreement.

NOW, THEREFORE, the parties, in considerations of the convents, undertakings and commitments set forth therein here by mutually agree as follows,

### **Section 1: Definitions and Interpretations**

For the purpose of this agreement, the following expressions shall bear the respective meaning set forth below,

**Details of terminology for the services to be provided**

**Section 2: Grant of the Franchise**

1. The "Franchise" warrants and represents to ..... that it is a company / firm, validly existing and a good standing under the laws of republic of India and has all requisite power and authority to enter into this agreement with ..... All the obligations of the "Franchise" under this agreement are legal, valid and binding obligations enforceable in accordance with its terms. There are no proceedings pending against the franchise, which may have an adverse effect on the ability of the franchise to perform and meet its obligations under this agreement.
2. On consideration of the "Franchise's" applications and relying on such assurances and representations that "Franchise" has made to ....., ..... appoints the franchise as a franchise on the terms and conditions set forth in this agreement and in the website.
3. There is no product and/or service and/or territorial exclusivity granted to the "Franchise" as part of this Agreement by ..... may give such right or a similar right to persons other than "Franchise" to sell ..... products and services anywhere including geographic area surrounding the premises.

**Section 3: Services, Terms & conditions**

1. .... would provide their entire range of services by own or through the service providers which includes online ads, offline ads, value added services and premium services to the "Franchise".
2. "Franchise" will act as a single point e-hub for all the services provided by ..... falling within the purview of this agreement.
3. The entire business being on pre-payment basis, ..... will supply all the services based upon requests from "Franchise" up to limits available for "Franchise". Such limits will be equivalent to the funds available from "Franchise" with ..... at any point in time and will keep reducing with every transaction corresponding to the value of transaction. .... will enhance the limit of Franchisee by amounts received by it from "Franchise" from time to time.
4. .... will publish commission structure and earning of the "Franchise" from time to time in the web site ..... The details of all transactions done by "Franchise" will be available on the web, login ID and password of which will be provided to "Franchise" by ..... "Franchise" will keep enough funds with ..... so as to cater all transactions to provide services to the customers.

5. All the services falling within the purview of this agreement will be made to "Franchise" based upon standard conditions of sales as set by ..... for all its "Franchise" outlets from time to time. Such conditions will generally be in line with conditions that are placed upon ..... by various service providers and also as a result of business decisions, legal and contractual requirements.
6. "Franchise" will keep providing the services within the purview of this agreement through their outlets exclusive with ..... "Franchise" will not enter into direct agreements with any other services providers, aggregators, distributors or any similar entity in India for this purpose, for the duration of this agreement.
7. The Intellectual Property rights including the concept of delivery of services will rest with ..... or its suppliers or service providers.
8. .... and "Franchise" shall conduct their business at all times, in accordance with the applicable statutes, regulations, notification etc., Issued by the Government or any other statutory authority.

#### **Section 4: Confidentiality**

1. "Franchise" shall keep all information of confidential nature received from the ..... in whatever form as strictly confidential and shall not disclose it to third Parties without the prior written consent of ..... during the term of this Agreement.
2. "Franchise" agrees not to disclose revenue Information without ..... prior written consent.

#### **Section 5: Limitation of liability**

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

#### **Section 6: Terms**

This Agreement comes into force on the date of signing this Agreement and shall continue for one (1) year after this date. This agreement may be extended on the mutual agreement of both parties, unless earlier terminated in accordance with the agreement by paying renewal fee to ..... by "Franchise".

#### **Section 7: Termination**

1. This agreement may be terminated by either party at any time, without assigning any reason by giving prior written notice of ninety (90) days.

2. .... shall be entitled to terminate this agreement, with immediate effect upon happening of one or more of following:
  - a. Any breach or violation of any of the terms and conditions of this agreement by the “Franchise”, if within seven (7) days of written notice from RMS E-Services India Pvt. of the breach or violation, such breach or violation is not cured, provided that no cure period shall be applicable for the violation of any applicable law.
  - b. Failure of the “Franchise” to provide the services to the customers as per the expectations of .....

### **Section 8: Applicable Law**

This agreement is governed by and constructed in accordance with the laws of india.

### **Section 9: Dispute Resolution and Jurisdiction**

1. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996.
2. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by ....., a second arbitrator appointed by “Franchise” and a third arbitrator to be appointed by such arbitrators.
3. The place of arbitration shall be at ..... and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made in .....
4. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
5. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.
6. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the agreement shall be subject to the exclusive jurisdiction of the courts at Hyderabad.

This Agreement has been executed on the date set forth herein in two (2) copies of which the Parties have taken one each.

**For .....**

**For .....**

**Authorized signatory**

**Authorized signatory**

**Witness 1**

**Witness 1**

Signature:

Signature:

Name :

Name :

Address :

Address :

**Witness 2**

**Witness 2**

Signature:

Signature:

Name :

Name :

Address :

Address :