

MITHRANJALI FOUNDATION

FRANCHISE AGREEMENT

DRAFT

Draft Franchise Agreement for Apna Cart- to be executed between Mithranjali
and the Franchisee

FRANCHISE AGREEMENT

This agreement is made on the _____ day of _____ 2022 between M/s MITHRANJALI FOUNDATION a company incorporated under the CIN No..... , through its Director Mr. / Ms. ----- son/ daughter of ----- having its registered office at ----- and Corporate office at ----- (hereinafter called 'the party of the First part' or 'the Franchisor', which expression shall, whenever the context so requires or admits mean and include its successors and assigns).

AND

M/s. ----- through ----- son / daughter of ----- having registered office at ----- (hereinafter called 'the party of the Second Part' or 'the Franchisee', which expression shall, whenever the context so requires or admits mean and include its successors and assigns).

The 'Franchisor' and 'Franchisee' may hereinafter be individually referred to as 'the party' and collectively as 'the parties', who, on the basis of the following understandings and agreements, agree as follows:

I. RECITALS

- i. The Franchisor is in the business of operating online marketplaces to facilitate sale and purchase of Goods and Services, between various sellers and interested buyers.
- ii. The Franchisor is looking for prospective sellers who are willing to sell their goods and services on the website. Considering the geographical and logistic dynamics involved, the Franchisor considers it appropriate to delegate the task of finding prospective sellers to a third party, with expertise in the specific area.
- iii. The Franchisee has many business contacts and can meet further contacts, who may be prospective sellers interested in selling their goods and services on the Franchisor's website.
- iv. The Franchisor wishes the Franchisee to shortlist and introduce such prospective sellers to the Franchisor and is willing to pay the Franchisee a consideration on the terms of this agreement, if such prospective sellers agree to sell their goods or services on the

website and the Franchisee is willing to effect these introductions in return for this consideration.

THEREFORE in consideration of the mutual promises and in acceptance of sufficiency of the consideration named in the Agreement, the parties have agreed to be bound by the presents:

II. Definitions:

- a. "Applicable Laws": all applicable laws, statutes, regulations, ongoing and from time to time, in force and applicable to the Parties;
- b. "Consideration": Upon successful engagement of a prospective seller introduced by the Franchisee, the Franchisor agrees to share with the Franchisee, the revenue at specified percentage of the total revenue i.e. Annual Subscription Fee for Platforms from Sellers and Commission on Goods and Service generated from each of the successful engagement, subject to conditions as given below:
 - i. Sub-District Level Franchisee :30%
 - ii. District Level Franchisee :10%
 - iii. State Level Franchisee :10%
 - iv. Mithranjali Foundation :50%

All expenses towards the cost of operation by the Franchisees such as Statutory, and Regulatory Requirement Compliances, Office Expenses such as Stationery, Communication, Internet, Salaries, ESI, PF, e-Shram, as applicable contribution, Travel Expenses, Stay, Food, Sales activities, Promotional Activities on the ground by State, District and Sub District Franchisees have to be routed through the UPI (Unified Payment Interface) provided by the Foundation. The expenses towards Digital Advertisements and Online Promotions for the entire State will be borne by the Foundation. In order to effect Outcome based Billing to the Foundation by the Franchisees and for trail of Transactions and Effort, two Software Tools are envisaged namely Clockify for Online activities and FieldSense for field activities. Any balance after the Official Expenses and Incentives as and when they are worked out from time to time based on Data Analytics for the Hard workers are expected to be spent for Social Activities such as conducting Training, Cleaning, Greening, etc... in their respective catchment to earn the Trust and Cooperation by the Local Consumer Citizens till enough Traction in sales is achieved before some balance can be

carried forward for Book Building and Share allocation among the Franchisee Members and Others from the Local Communities. A minimalist Utility Space is preferred to Swanky Offices. Such Wasteful Expenses are highly discouraged as the Aim of the whole project is to drive the result of People's effort going back for the Welfare of Local Communities and Environment Rejuvenation than on Materials and Real Estate. Austerity and Frugality synchronous with an Altruistic Mind can only help this Project Sustain itself and retain the Trust of the Local Communities.

UPI IDs Examples(Though it could vary based on Bank's Rules):

UPI ID of Mithranjali Foundation:MITHRANJALIBHARAT@UPI

UPI ID of Kerala State Franchisee:MITHRANJALIKERALA@UPI

UPI ID of a District Franchisees:MITHRANJALIERNAKULAM@UPI

UPI ID of a Sub-District Franchisees:MITHRANJALIKOCHI@UPI

and so on

c. "Franchised Location" The Franchisee is granted the right to identify and shortlist prospective sellers within the State / District / Sub-District of Kerala.

d. "Confidential Information" means:

- (i) patents, copyrights, trade secrets, apparatus, equipment, algorithms, software programs, software source documents and formulae related to the current, future, and proposed products and services of a Party (the "Disclosing Party"), the Disclosing Party's suppliers, and/or the Disclosing Party's customers;
- (ii) the Disclosing Party's information concerning engineering, financial information, procurement requirements, purchasing, and manufacturing;
- (iii) any intellectual property of any third party licensed to or held or used by the Disclosing Party, and any confidential information of a third party held by the Disclosing Party; and
- (iv) with respect to the Lessor, the terms of this Agreement, the Documentation, and the Services. All of the foregoing may be Confidential Information whether transmitted or conveyed digitally, orally, in writing, or in the form of drawings, or as otherwise perceived or observed by the Party receiving the Confidential Information (the "Receiving Party"), in the course of the performance of its obligations under this Agreement.

- e. "Effective Date" means the ----- day of ----- 2021.
- f. "Force Majeure" means any cause beyond reasonable control of the Parties including, but not limited to the following: an act of Nature, war, insurrection, riot, civil disturbance, act or attempted acts of terrorism, fire, explosion, flood, storm, theft, malicious damage, strike, lock-out, or other industrial dispute, third party injunction, national defense requirements, acts or regulations of National or Local Governments, Public Power Shortages, malfunctions, failures in public telecommunication or IT Services, or breakdown of other public infrastructures, inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus;
- g. Fructified Contract: A contract for the sale of goods in the website entered into during the Subscribed Period between the Franchisor and a Prospective Seller shortlisted by the Franchisee.
- h. "Intellectual Property" means trade-marks, service marks, domain names, business names, goodwill and the right to sue for passing off, domain names, software, programs, source code and object code, advertising material, specifications, documents, researches, abstracts and summaries developed and/or provided by the Franchiser, in connection with the provision of this Agreement, to the Franchisee and rights in confidential information, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection;.
- i. "Person" means a natural person/individual, proprietorship concern, partnership, corporation, limited liability partnership, trust, joint venture, association, unincorporated organization, government agency, political subdivision thereof or other entity.
- j. "Prospective Seller(s)" shall mean the persons who were introduced to the Franchiser by the Franchisee;
- k. "Services": The Franchisor appoints the Franchisee on a non-exclusive basis to identify and shortlist prospective Sellers who are willing to sell their Goods and Services on the website, subject to and in strict compliance with such terms and conditions as may be

stipulated by the Franchisor from time to time. It shall be the Franchisee's sole liability to ensure and fulfil the tasks of completing the end to end process of shortlisting the prospective sellers who meet the requirements set forth by the Franchisor and are willing to sell their Goods and Services on the website and finalizing the necessary formalities with such prospective sellers. The Franchisee shall be solely responsible for direct interaction with the prospective seller(s), and to do all incidentals, allied activities including but not limited to background check, research and verification of the prospective seller(s), the verification of legal documents, compliances and legal requirements under the applicable laws and statutes. The Franchisee shall also be solely responsible to ensure that the Goods or Services of the prospective sellers are genuine and such sellers possess all legal rights and entitlements to sell such Goods and Services, such products are not counterfeit, spurious, adulterated, unhygienic or of poor or inferior quality, narcotics, alcoholic liquor, tobacco, illegal drugs, lottery or any illegal products or services etc. The prospective sellers shall be finalized and approved by District and State Level Franchisees. Any Violations or Non-compliance by sellers will attract reporting to concerned authorities and simultaneously get black listed on the Web Site and Recorded for informing/educating the Consumer Citizens.

1. "Website" means the online marketplaces owned and operated by the Franchisor converged at the web address www.mithranjali.org.in and a Mobile Application to facilitate sale and purchase of Goods and Services, between various sellers and interested buyers in India.

III. INTERPRETATION

- i. The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Appendices;
- ii. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- iii. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

- iv. A reference to writing or written includes faxes, emails and/or other methods used for the communication between the Parties.

IV. RIGHTS, DUTIES AND OBLIGATIONS:

The Franchisee:

- i. The Franchisee undertakes and declares that the services will be provided in professional and proper manner.
- ii. The Franchisee shall serve the Franchisor faithfully and diligently and not allow its interests to conflict with its duties under this agreement.
- iii. The Franchisee shall use its best endeavours to fulfil finalization of Prospective sellers.
- iv. The Franchisee shall report in writing to the Franchisor from time to time on progress made with Prospective Sellers;
- v. The Franchisee shall comply with all reasonable and lawful instructions of the Franchisor.
- vi. The Franchisee shall have no authority and shall not hold itself out, or permit any person to hold itself out as being authorised to bind the Franchisor in any way and shall not do any act which might reasonably create the impression that the Franchisee is so authorised
- vii. The Franchisee shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Franchisor, including for the provision of the Services or the price for them, and shall not negotiate any terms for the provision of the Services with Prospective Sellers.
- viii. Franchisees are encouraged (Not mandated) to register and run companies under Section 8 of the Companies Act 2013, collaborating with other Franchisees to undertake Social Services Activities, and such other activities by pooling of Resources and sharing of Resources among Franchisees for day to day operations such as accounts keeping, consumer services, training of

communities, other compliance related matters such as running ERP or accounting systems and extending the same to other social non-profit organisations on a nominal and sustaining fee etc..

- ix. Franchisees should not have any commercial interests with any White Label or Retail Sellers on B2C Platform or Wholesale Sellers on B2B Platform. Franchisees are encouraged to Cross Hold Shares with Local MSMEs registered as Private Limited or Public Limited and FPOs, and should exhort the MSMEs to cross hold shares with FPOs as well. Franchisees are encouraged to cross hold shares with FPOs. Franchisees are encouraged to allocate shares of the Franchisee to as many Producer Companies as possible for developing Goodwill, to boost Sales, and also for the Trickle Down effect, Circular Economy to operate with ease.
- x. The Franchisee shall not, without the prior written consent of the Franchisor, during the term of this agreement or any time thereafter upto a term of Five years from the date of termination of the Agreement, perform duties similar to the services as stipulated under this Agreement, on behalf of any third party /person or entity.
- xi. The Franchisee must disclose to each Prospective Seller that it is an introduction agent of Franchisor and that it has no authority or ability to negotiate or vary the Services or the terms of the Services or enter into any contract on behalf of the Franchisor.
- xii. The Franchisee shall not produce any marketing material for the Franchisor's services or use the Franchisor's name, logo or trade marks on any marketing material for the Services without the prior written consent of the Franchisor.
- xiii. The Franchisee shall not, without the Franchisor's prior written consent, make or give any representations, warranties or other promises concerning the Franchisor's other than what is expressly permitted.
- xiv. The Franchisee shall fulfil its obligations and duties under the Agreement with utmost honesty and in consonance with business and moral ethics and values.
- xv. The Franchisee shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption

- xvi. The Franchisee shall comply with any Ethics and Anti-bribery Policy as the Franchisor may update from time to time;
- xvii. The Franchisee shall have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the Relevant Requirements, the Relevant Policies and clauses and will enforce them where appropriate;
- xviii. The Franchisee shall report to the Franchisor, within 1 business day, any request or demand for any undue financial or other advantage of any kind received by the Franchisee in connection with the performance of this agreement;
- xix. The Franchisee shall notify the Franchisor of any circumstances which may affect the implementation of this Agreement, including but not limited to the change the location, personal details, during the provision of the Services;
- xx. The Franchisee shall provide timelessly the information required for the execution of this Agreement;
- xxi. Performance Indicators for Franchisees:-

The performance of the Franchisee shall be periodically reviewed, based on the following parameters, among others:

- 01. Consumer Satisfaction.
- 02. Change in number of Consumers (Additions/Deletions).
- 03. Change in number of Sellers (Additions/Deletions).
- 04. Change in Sales Volumes (Increase/Decrease).
- 05. Helping and Facilitate on-boarding of Weavers, Artisans, SHGs, Micro Vendors, Street Vendors, Hawkers etc..
- 06. Helping and Facilitate setting up Producer Companies by Community Members.
- 07. Exhort and Facilitate addition of Share Holders by Producer Companies to increase their Base and Inclusion from their catchment Area.
- 08. Helping and Facilitate on-boarding Entrepreneurs' Products and Services to give a Glide Path and Safety Net by co-opting with Local Communities.
- 09. DEI Parameters.
- 10. ESG and GRC Parameters.

11. Franchisees to initiate Cross Holding of Shares with FPOs and other MSMEs themselves and set examples for others to follow.

12. Number of affordable Eco Tours organised for Community Members in the catchment Area.

13. Number of Training Activities organised for Community Members.

14. Number of Cleaning Activities organised for Community Members.

15. Number of Greening Activities organised for Community Members.

16. Number of people helped for enrollments from the Delivery Partners and other Unorganized People into PM-SYM

Note: At Varying Period such as on a Daily/Weekly/Monthly/Quarterly/Biannually/Annually as defined as per ISO 9001 Processes by ISO Quality Consultants and Auditors etc.

17. Performance in Altruism Test conducted by Third Parties.

18. Help Women Owned Micro Finance Organization in their Operations and in building and maintaining Public Utility Assets by them.

19. Austerity and Frugality consciousness.

The Franchisor:

- i. The Franchisor reserves the right to request/obtain information, documents and information necessary for the provision of the Services from the Franchisee;
- ii. The Franchisor reserves the right to involve third parties in the execution of this Agreement, in its sole discretion, who are highly qualified in the areas of knowledge required for the successful execution of this Agreement.
- iii. The Franchisor must at all material times act in good faith towards the Franchisee.
- iv. The Franchisor shall provide the Franchisee at all material times with the information the Franchisee reasonably requires to carry out its duties, including marketing information for and details of the Services, and information about sales on website.
- v. The Franchisor shall not be responsible for any costs incurred by the Franchisee unless such costs have been agreed by the Franchisor in writing, in advance.

- vi. The Franchisor shall be under no obligation to finalize any prospective seller introduced to it by the Franchisee or to enter into a fructified Contract.
- vii. The Franchisor shall promptly notify the franchisee in writing the date it enters into a Fructified Contract.
- viii. The Franchisor shall pay the consideration to the Franchisee no later than 15 Business Days after it enters into such fructified Contract.

V. CONSIDERATION AND PAYMENT

- i. The Franchisee shall be entitled to Consideration if a Prospective Seller introduced by it fructifies into becoming a seller of the Franchisor.
- ii. The amount of consideration payable shall be as defined in clause II b (as it may be renewed, extended or amended) after a period of 2 years from commencement of this Agreement.
- iii. If any dispute arises as to the amount of Consideration payable by the Franchisor to the Franchisee, the same shall be referred to the Franchisor's auditors for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.
- iv. In cases where the Franchisee has or, in the Franchisor's reasonable opinion, is likely to have, an indemnity and/or liability, the Franchisor may, without prior notice:
 - a) withhold consideration until the liability has been covered;
 - b) set off any consideration subsequently accrued towards the settlement of relevant liability, until the liability has been covered in full;
 - c) The Franchisor reserves the right to "put on hold" and/or reject any request(s) for consideration, to the Franchisee including but not limited to:
 - d) if and for as long as there exists any reasonable suspicion related to activities of the Franchisee;

- e) if complaints from prospective seller (s) are received and/or legal issue(s) arise;

VI. UNDERTAKINGS AND INDEMNIFICATION

- i. The Franchisor will not acknowledge nor be held liable to prospective sellers or the Franchisee for any advice, recommendation given or made by the Franchisee, its agents, employees, officers, affiliates, partners or any person acting under instructions from the Franchisee or deriving authority from the Franchisee under this Agreement to any prospective seller and/or any other activities that require licensing as per the relevant legislation(s), and the Franchisee will indemnify the Franchisor from any loss and/or liability arising from any such advice, recommendation and/or from any delay, default and/or neglect on the part of the Franchisee in relation to any prospective seller.
- ii. The Franchisee is liable to supervise activities of its officers, employees etc (if any) in order to be in compliance with the terms of this Agreement. The Franchisor shall not be liable for any activities performed by the Franchisee outside the scope of this Agreement and/or any damages that may be caused, directly or indirectly, by the Franchisee/ its agents/ assigns / employees or any such person to the third parties;
- iii. The Franchisee should obtain the prior approval of the Franchisor relating to marketing intended to be performed on any internet search engine, display, and/or on any of the Franchisor's websites, in other words, the Franchisee should avoid "competitive marketing" against the Franchisor;
- iv. The Franchisee hereby irrevocably waives its right to, and shall indemnify the Franchisor and its members, including its directors, shareholders, officers and employees, for and against, any and all claim(s) and/or demand(s) made against the Franchisor and/or any member of the Franchisor, the directors, shareholders, officers, and employees or against any claims, as a result of or arising from any action, inaction or representation of the Franchisee or its employees or agents;
- v. The Franchisee acknowledges and agrees that in cases where any Regulatory body makes an inquiry, in respect of any subject matter,

related to the execution of this Agreement and thereafter, if such required, the Franchisee shall cooperate with the Franchisor and provide any/all requested information instantly;

- vi. The Franchisee shall bear the responsibility for the operation of its business and/or any actions and/or omissions of the Franchisee, its employees (if any) and/or any other authorized representative of the Franchisee participating in the activities in connection herewith;
- vii. Each Party shall notify the other Party immediately if it becomes aware that it is, or is likely to become, a Party to any legal action which relates to the Services (the "Claim");
- viii. Each Party shall indemnify, defend and hold the other Party and its officers, directors, employees and representatives, harmless from and against any and all claims arising from or related to (i) the other Party's negligence, willful misconduct or breach of this Agreement; or (ii) any claim for rights infringement by a third Party arising out of the other Party's activities pursuant to this Agreement. Furthermore, the Franchisee shall indemnify, defend and hold the Franchisor and its officers, directors, employees and representatives, harmless from and against any and all claims arising from or related to operation of the Franchisee's actions under the Agreement.
- ix. Neither Party will be liable to the other Party for any indirect, special, incidental nor consequential damages (including lost profits) sustained or incurred in connection with the performance of this Agreement;
- x. In cases of non/improper performance of obligations, of either Party, the violating Party shall compensate to the other Party for the relevant damage(s) caused;
- xi. In cases where the information obtained from the Franchisor is used for any purpose other than specifically referred to within this Agreement, the Franchisee shall be subjected to the penalty amount to minimum INR Five Lacs.
- xii.

VII. REPRESENTATIONS AND WARRANTIES:

- i. Both Parties, by entering into this Agreement, indicate their mutual understanding and reciprocal obligations and duties to the other, more specifically, the Franchisee shall provide the Services and the Franchisor accepts it;
- ii. Each Party represent, warrant and undertake that it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, subject to any regulatory approvals and furthermore confirm that, to this date, is of good standing and reputation, managed by persons (if not a natural person), holding the required qualifications, experience and skills;
- iii. The Parties confirm that this Agreement does not conflict with, or breach term(s), condition(s) or default under any other agreement to which it is a party;
- iv. The Parties are duly represented by the authorized persons, whom have the legal capacity to enter into and execute this Agreement, whereby this Agreement will be legally binding on both Parties;
- v. Each Party warrant that there is no action, suit, or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business, as contemplated herein, or to enter into or perform its obligations under this Agreement, or which would adversely affect its financial condition and/or operation;

VIII. COMMENCEMENT AND DURATION

This Agreement is for an initial term beginning on the Effective Date and continuing for a period of five years (“initial term”). At the end of this term, this Agreement shall be renewed each time for another term of five years with the same terms and conditions as stated herein this Agreement by and upon the prior mutual agreement of both Parties (the “Renewal Term”). The Initial Term and Renewal Term shall be collectively referred to, within this Agreement, as the Term.

IX. CONFIDENTIALITY AND DATA PROTECTION

- i. Each party covenants that, during and following the Term of this Agreement, without limitation, it shall hold in confidence all information and will not disclose any such information to any person, except with the specific prior consent of the other party, or in cases where the legislative requirements request otherwise;
- ii. Each party shall treat all information related to the other party with confidentiality, including information about the account(s) or otherwise, unless such party is required to provide information about the other party by applicable legislation(s) and/or Court Order. In such case(s), the party shall notify the other party immediately;
- iii. Confidential Information shall not include information which:
 - a. is or becomes a part of the public domain through no act or omission of the other Party;
 - b. was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party;
 - c. is lawfully disclosed to the other Party by a third party without restriction on disclosure; or
 - d. is disclosed by operation of law;
 - e. any and all know-how, information and knowledge gained by the Franchisee, as a result of this Agreement, shall be and shall remain the Franchisor's sole property;
- iv. Neither Party shall disclose to any third party the details regarding the execution of this Agreement including trade secrets, know-how, ideas, schematics and drawings, specifications and plans, concepts and methodologies incorporated therein, including without limiting the generality of the foregoing, including the information related to the activities of the Party, the operation, plans, business concepts, marketing plans, financial information or any other information as Confidential Information nor shall it make copies of such Confidential Information or any content of, unless requested to do so by the other Party and shall not use the Confidential Information other than solely for the benefit of the other Party;
- v. The Franchisor may record and/or monitor telephone conversations and written correspondence between the Parties for security purposes.

X. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property materials shall belong exclusively to the Franchisor;

The Franchisee shall, upon the request of the Franchisor and/or upon termination of this Agreement, deliver promptly to the Franchisor the records and materials, if such requested by the Franchisor;

XI. FORCE MAJEURE

- i. No party shall be liable for any default or delay in the performance of its obligations under this Agreement (including but not limited to breach) if and to the extent such default or delay is caused, directly or indirectly, by circumstances beyond a Party's reasonable control, except to the extent that the non-performing party is at fault in failing to prevent or causing such default or delay, and provided that such default or delay cannot, by commercially reasonable efforts of the non-performing Party, be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means;
- ii. If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that Party shall:
 - a. Promptly serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
 - b. Use all reasonable endeavors, without being obliged to incur any expenditure, to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or find a solution by which this Agreement may be performed despite the continuation of the Force Majeure event;
 - c. Have no liability in respect of the performance of its obligations which are prevented by the Force Majeure events during the continuation of such Events; and
 - d. Upon cessation of the Force Majeure event, use its reasonable endeavors to recommence its affected operations in order for it to perform its obligations;

- iii. If the event of Force Majeure continues for 90 (ninety) days, at that point, either Party may terminate this Agreement immediately.

XII. INDEPENDENT SERVICE PROVIDER

The Franchisee is not an employee, agent, representative nor has any authority, association or connection whatsoever with the Franchisor, other than specifically contemplated in this Agreement. The Franchisee shall not represent this Agreement as a partnership, affiliation and/or a joint venture, unless otherwise agreed by both Parties in writing;

this Agreement shall be deemed to create an arrangement between the Parties whereby no Party possesses the power or authority to bind the other, or to assume or create any obligation or responsibility, expressed or implied, on behalf of the other, and no Party shall represent to anyone possessing such power or authority, except to the extent that such is required for the performance of this Agreement.

XIII. AMENDMENT

The terms of this Agreement may be amended by mutual written consent of the Parties;

XIV. TERMINATION

- i. Either Party may terminate this Agreement, by providing the other Party with the minimum 180 days prior written notice of termination, upon settling the outstanding commitments;
- ii. Either Party may terminate this Agreement in case of voluntary or involuntary liquidation and/or bankruptcy;
- iii. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- iv. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- v. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a Franchisor);
- vi. The Franchisor may terminate this Agreement, at its sole discretion, by giving a written notice to the Franchisee, with an immediate effect, if:
- vii. the Franchisee commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 3 days after being notified by the Franchisor in writing, to do so;

XV. NOTICES

All notifications shall be deemed to be made by sending such notice via durable medium, to the representative(s) of the Parties at the below stipulated addresses of each party.

Physical and email addresses:

Of the franchisor:

Attn:

Phone:

Email i.d:

Address:

Of the franchisee:

Attn:

Phone:

Email i.d:

Address

XVI. SETTEMENT OF DISPUTES; GOVERNING LAW AND JURISDICTION

- i. This Agreement shall be governed by and construed in accordance with the laws of India.

- ii. Disagreements and disputes that may arise, during the term of this Agreement, shall be settled by negotiation between the Parties;
- iii. All disputes and controversies, which may arise between the Parties during performance of this Agreement or any of its certain clauses, should be settled through mediation and as last resort arbitration.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding and agreement of the Parties and supersedes all prior negotiations, understandings and agreements with respect to the subject matter of this Agreement. This Agreement may not be altered, amended, modified or supplemented in any respect except by a writing signed by an authorized representative of each Party;

XVIII. SEVERABILITY

If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, the validity or enforceability of any or all of the remaining portions shall not be affected;

XIX. ASSIGNMENT

Neither Party shall be entitled to assign, transfer or sell any of its rights pursuant to this Agreement, or delegate any of its duties pursuant to this Agreement, without the express prior written consent of the other Party. Any attempted assignment, transfer, sale or delegation in violation of this Section shall be void. Any assignment of any of the parties' rights under this Agreement shall not impair the other Party's rights under this Agreement;

XX. SUCCESSORS AND ASSIGNEES

Subject to any provisions herein with regard to assignment, all covenants and agreements herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto;

XXI. NO IMPLIED WAIVER

The failure of a Party to require performance of any provision of this Agreement shall not be construed as a waiver of that Party's rights to

insist on performance of that same provision, or any other provision, at some other time. No right may be waived except in a writing signed by the Party entitled to assert the right. The waiver by a Party of any right created by this Agreement in one or more instances shall not be construed as a further continuing waiver of such right or any other right created by this Agreement;

XXII. HEADINGS

Headings to sections herein are for the convenience of the parties only and are not intended to be or to affect the meaning or interpretation of this Agreement;

XXIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same Agreement.

MITHRANJALI FOUNDATION

WITNESSES:

(I).

(II).

THE FRANCHISEE

WITNESSES:

(I).

(II).