

FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is made and effective this [DATE],

BETWEEN: **[YOUR COMPANY NAME]** (the "**Franchisor**"), a company incorporated under the Indian Companies Act, 2013 having its registered office at:

[YOUR COMPLETE ADDRESS]

AND: **[FRANCHISEE NAME]** (the "**Franchisee**"), an individual with his main address located at **OR** a company incorporated under the Indian Companies Act, 2013 having its registered office at:

[COMPLETE ADDRESS]

WHEREAS, Franchisor and certain of its Affiliates own, operate and franchise [DESCRIPTION] throughout [COUNTRY] which, among other things, rent, sell and market [PRODUCT/SERVICE]; and

WHEREAS, Franchisor and certain of its Affiliates acquire, produce, license market and sell [PRODUCT/SERVICE]; and

WHEREAS, Franchisee is willing to purchase on a per Location (the terms initially capitalized in this Agreement and not otherwise defined herein shall have the respective meanings set forth in Paragraph 18 of this Agreement) basis a specified number of [PRODUCT/SERVICE]; and

WHEREAS, Franchisor is willing to provide various marketing, advertising and promotional services and activities in support of Franchisee;

NOW, THEREFORE, based on the above premises and in consideration of the covenants and agreements contained herein, and intending to be legally bound, the parties agree hereto as follows:

1. AGREEMENT TERM

The term of this Agreement shall be for the period (the "**Term**"), commencing as of the date of this Agreement. Each year of the Term, as measured from the date of this Agreement, is a "Contract Year."

2. TERRITORY

The territory for purposes of this Agreement with respect to [PRODUCT/SERVICE] shall be [COUNTRY], their territories and possessions (the "Territory"), except with respect to those [PRODUCT/SERVICE] for which Franchisee has only [COUNTRY] Distribution Rights, in which case, the Territory with respect to such [PRODUCT/SERVICE] shall be limited to [COUNTRY] and, if and to the extent Franchisor owns or controls such rights, to territories and possessions of [COUNTRY]).

3. REVENUE SHARING

Franchisee shall remit to Franchisor [%] of the net profits of its business in the form of [ROYALTIES, ETC]. [DESCRIBE IN DETAILS REVENUE SHARING BETWEEN FRANCHISOR AND FRANCHISEE].

Distribution of profits shall be made on the [DAY] of [MONTHS].

4. FRANCHISOR COMMITMENTS

Beginning as of the date of this Agreement for [NUMBER OF LOCATIONS] located in [COUNTRY] within [NUMBER] calendar months hereafter, and for Participating Franchises within [NUMBER] calendar months hereafter, Franchisee agrees as follows:

4.1 Purchasing

The following purchasing requirements shall apply to all Locations and Participating Franchises

- A. [FRANCHISEE REQUIREMENT]
- B. [FRANCHISEE REQUIREMENT]
- C. [FRANCHISEE REQUIREMENT]

4.2 Missing Products

For each [PRODUCT TYPE] that is lost, stolen or otherwise not reasonably accounted for, for more than [SPECIFY] calendar days during the period commencing upon delivery to Franchisor's distribution center and ending on the last day of the relevant Revenue Sharing Period, Franchisee shall pay [AMOUNT] to Franchisor. For any such [PRODUCT TYPE] Franchisee will reimburse Franchisor the applicable distribution wholesale price less the applicable average Purchase Price received by Franchisee.

4.3 Payment

The parties acknowledge and agree that if Franchisee fails to order [NUMBER OF UNITS] required under Paragraph 3.1, Franchisee shall pay [AMOUNT] to Franchisor, as liquidated damages, an amount equal to [AMOUNT] for each unit which Franchisee failed to order. If Franchisor fails to deliver the number or units ordered by Franchisee under Paragraph 3.1, Franchisor shall pay to Franchisee, as liquidated damages, an amount equal to [AMOUNT] for each unit which Franchisor failed to deliver. The parties hereto expressly agree and acknowledge that actual damages for purposes of this Subparagraph would be difficult to ascertain and that the amount set forth above represents the parties' reasonable estimate of such damages.

4.4 Marketing

With respect to advertising of [PRODUCT/SERVICE], Franchisee agrees to consult with Franchisor and to keep Franchisor reasonably apprised of its marketing plans and activities and to comply with Franchisor's then-current customary marketing support policies and practices to the extent they are reasonable and practicable. Franchisor shall have the right to approve such plans, and Franchisee shall provide a timely opportunity for said approval by Franchisor. Franchisor shall exercise its approval rights in a timely and reasonable manner.

OMITTED

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