

FRANCHISE AGREEMENT

This Franchise Agreement is executed on ____ day of _____, YEAR

BETWEEN

M/s XYZ a Company incorporated under the Companies Act 2013,
having its Registered Office at

_____, hereinafter called "**FRANCHISOR**".

AND

ABC LTD. a Company incorporated under the companies Act, 2013
having its Registered Office at

_____, hereinafter called "**FRANCHISEE**".

WHEREAS FRANCHISOR has devoted his time in obtaining and developing his business and know-how hereinafter known as "BUSINESS"

AND WHEREAS The Franchisor wishes to expand the Provision of the Services and is willing to grant to the Franchisee the rights set out herein.

WHEREAS THE FRANCHISEE desires to take the business of the franchisor and to run in the name and style of the franchisor business. The business of providing and marketing the Services is hereafter called "**the Business**".

NOW, THEREFORE, The Franchisor or franchisee agree to enter into an agreement subject to the convents, undertakings, and Commitments Set forth therein hereby mutually agree as follows,

1. The "Franchise" Shall Work as a "**NAME AND STYLE WITH WHICH THE BUSINESS SHALL BE CARRIED ON**" for the area/territory allotted to him under this agreement for running the business. The Franchisor does hereby allow the Franchisee during the period of this Agreement and subject to the terms and conditions hereof the rights to carry on the Business in accordance with this Agreement from the Premises, to utilize the Know-How and to use the Marks.

2. That **FRANCHISOR** will supply the products only after receipt of the entire payment from the **FRANCHISEE** and no credit facility of any kind will be granted.
3. That **FRANCHISEE** will supply quarterly C-Forms to the **FRANCHISOR** within 30 days after the completion of the quarter. The First Quarter will be of months April, May, and June and therefore, the C- Form of the First Quarter will have to be supplied on or before the 30th July of the same year.
4. That **FRANCHISOR** will provides **FRANCHISEE**, the annual targets which will be revised from time to time. It will be mandatory for the **FRANCHISEE** to achieve those targets.
5. That **FRANCHISOR** will supply the products to **FRANCHISEE** on F.O.R basis by road transport. The **FRANCHISEE** will have to bear the other costs such as Packing, Forwarding, and Freight. However, it has been agreed that minimum order value should not be less than **Rs.10,000/-**.
6. It has been agreed that no credit note or debit note will be entertained due to the revised price of the product.
7. **FRANCHISOR** will not accept any returned goods once sold against the **FRANCHISEE'S** confirmed order. Expired goods or Near Expiry Goods will not be taken back nor will any credit be issued for the same. However, in genuine case **FRANCHISOR** will try to cooperate with **FRANCHISEE** but **FRANCHISEE** has to inform **FRANCHISOR** about the said goods 6 months in advance.
8. **FRANCHISOR** will replace goods damaged during the transit from C&F Agent to the **FRANCHISEE'S** depot only in genuine cases upon receipt of the certificate of the concerned transporter.
9. That **FRANCHISOR** will supply the product promotional material and physician samples to the **FRANCHISOR** time to time.
10. It has been agreed that the competent court at Ahmadabad shall have exclusive jurisdiction to adjudicate all disputes arising out of the present franchise agreement.
11. It has been agreed that the present agreement will be valid for the period of one year from its execution. However, the **FRANCHISOR**

reserves its right to terminate this agreement with immediate effect on default of the **FRANCHISEE** to follow any terms and condition of this agreement in its letter and spirit and/or any conduct of the **FRANCHISEE** which may be detrimental to the interest of the **FRANCHISOR**.

12. The Franchisee agrees to relief fully any Perfections, improvement or developing a side of the business to the Franchisor and the Franchisor shall determine the feasibility and desirability of incorporating them into the relevant Services or business area. Any non-patentable Perfection approved by the Franchisor may be used by the Franchisor and all Franchisees of the Franchisor without any obligation to the Franchisee for royalties or otherwise;

13. If any dispute/differences in respect to the agreement and clause herein arises between the parties hereto concerning the construction interpretation or application of any of the provisions of this Agreement whether during the continuance of this Agreement or after the termination thereof by whatever cause such dispute shall be referred to the arbitration of a single arbitrator to be appointed by the mutual consent of the parties.

14. Describes how and where the parties shall formally communicate to each other in the event they need to take such action (e.g., all notices shall be deemed to have been received by the other party within five working days if sent by regular mail to the addresses below).

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED ON THE DAY AND DATE AS ABOVE

Signed by the within named

Signed and delivered by

FIRST PARTNER
(Partner)

SECOND PARTNER
(Partner)

Witnesses have put their signature in presence of abovementioned parties.

WITNESS:

Name:

NAME:

Address:

Address:

Signature:

Signature: