

FRANCHISE AGREEMENT

Franchise Agreement (hereinafter referred to as the "Agreement") is made and entered into on this ____ day of ____, 20__, by and between:

BREWBOARD CAFE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at 60/113 Rajat Path, Mansarover, Jaipur, Rajasthan 302020, represented by its Director Dhananjay Sharma (hereinafter referred to as the "Franchisor"), which expression shall, unless repugnant to the context, mean and include its successors, administrators, and assigns, of the First Part.

AND

M/s. _____, a proprietorship/partnership/company registered under the laws of India, having its principal place of business at _____, represented by Shri. _____ (hereinafter referred to as the "Franchisee"), which expression shall, unless repugnant to the context, mean and include its successors, administrators, and assigns, of the Second Part.

1. PURPOSE OF AGREEMENT

The Franchisor owns and operates dJAY Business Cafe & Consultancy Studio, a unique business model that combines a café environment with professional consultancy services. The Franchisee desires to operate a franchised unit of dJAY Business Cafe & Consultancy Studio, and the Franchisor agrees to grant the franchise, subject to the terms and conditions outlined in this Agreement.

2. TERM & RENEWAL

This Agreement shall remain in force for a period of three (3) years from the Effective Date, unless earlier terminated as per this Agreement. Upon mutual consent, the Agreement may be renewed for an additional term under revised terms and conditions.

3. FRANCHISE FEE & REVENUE SHARE

1. The Franchisee shall pay the Franchisor a one-time franchise fee of Rs. 8,00,000/- (Rupees Eight Lakhs Only) at the time of execution of this Agreement.
2. The Franchisee agrees to share 15% of the total revenue from the café business only with the Franchisor every month, payable within the first 5 days of the succeeding month.
3. The Franchisee shall share the account statement of every month with the Franchisor for its correctness and verification. For clarity, revenue means total sale proceeds.

4. FRANCHISOR'S OBLIGATIONS

The Franchisor shall provide the following support to the Franchisee:

1. **Operational Assistance:** End-to-end guidance on setting up and launching the franchise unit.
2. **Consultancy Services Support:** Assistance in recruiting professionals for consultancy services offered at the franchise unit.

3. **Marketing & Branding:** Providing marketing materials, branding assets, and promotional strategies.
4. **Training & SOPs:** Training for café operations, customer service, and business consultancy services.
5. **Supplier Network:** Assistance in vendor selection for equipment, raw materials, and other business requirements.

5. FRANCHISEE'S OBLIGATIONS

The Franchisee agrees to:

1. **Maintain high-quality standards for café operations and consultancy services.**
2. **Use only Franchisor-approved branding, menus, and consultancy processes.**
3. **Not modify or alter the business model without prior written approval from the Franchisor.**
4. **Ensure compliance with all applicable laws and regulations, including labor laws, health codes, and business licenses.**
5. **Make the timely payment to the Franchisor as per the payment terms mentioned in the Agreement.**

6. RESTRICTIONS & INTELLECTUAL PROPERTY RIGHTS

1. **The Franchisee shall not use or replicate the dJAY Business Cafe concept for any personal or third-party purposes.**
2. **The Franchisor retains all rights over branding, business model, processes, and intellectual property.**
3. **Any violation of this clause shall result in immediate termination of the Agreement and legal action.**

7. EXCLUSIVITY & RIGHT TO GRANT ADDITIONAL FRANCHISES

The Franchisee acknowledges and agrees that:

1. **The Franchisor retains the right to grant additional franchises in the same area, location, or other locations. The Franchisee shall not have exclusive rights to any geographical area, and the Franchisor may grant additional franchises to third parties at their discretion.**
2. **This ensures that the Franchisor has full flexibility to expand the business as required, regardless of the Franchisee's location or market area.**

8. TERMINATION CLAUSE

This Agreement may be terminated:

1. **By either party with 60 days' written notice.**
2. **By the Franchisor, without notice, if the Franchisee:**
 - **Fails to comply with the revenue-sharing obligations.**

- Violates branding or operational guidelines.
- Engages in any activity detrimental to the Franchisor's brand reputation.

9. DISPUTE RESOLUTION

All disputes arising out of this Agreement shall be resolved amicably through negotiation. If unresolved, the matter shall be referred to arbitration under the Arbitration & Conciliation Act, 1996, with proceedings held in Jaipur, Rajasthan.

10. JURISDICTION

This Agreement shall be governed and interpreted by Indian laws, and any legal proceedings shall be subject to the jurisdiction of courts in Jaipur, Rajasthan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

For and on behalf of BREWBOARD CAFE PRIVATE LIMITED

Authorized Signatory: _____

Designation: Director

Date: _____

For and on behalf of Franchisee

Authorized Signatory: _____

Designation: Franchise Owner

Date: _____

Witnesses: