

FRANCHISEE AGREEMENT

This Agreement is entered into on this day of, 2018 by and between:

1. **PARTICIPANTS:**

A. NAME: **ACEUP MARK SOLUTION**

ADDRESS: Door No. 3/945 K, 2nd Floor, Thanveer Complex, Nr.
English Church, Nadakkavu, Kozhikode, Kerala - 673011

TELEPHONE: 9142169163

EMAIL: aceupmark@gmail.com

ACEUP MARK SOLUTION is a **Partnership Firm** represented by its **Managing Partner, Shri VIJESH. T. R**, having its Registered Office at the address mentioned hereinabove and is hereinafter referred to as "**FRANCHISER**", which expression shall, unless repugnant to the context or meaning thereof mean and include its Heirs, Successors, Executors and permitted Assigns of the FIRST PART;

AND

B. NAME:

ADDRESS:

TELEPHONE:

EMAIL:

Represented by it's Partner..... andhaving registered office at the address specified hereinabove, hereinafter referred to as the "**FRANCHISEE**", which expression shall unless repugnant to the context or meaning thereof mean and include their Heirs, Successors, Executors and Assigns: of the SECOND PART;

C. In this Agreement the FRANCHISER and the FRANCHISEE are individually referred to as "**Party**" and collectively referred to as "**Parties**".

2. **RECITALS:**

A. WHEREAS the FRANCHISER has been engaged in providing various web based payment services, Digital Signature, Money Transfer, GST Suvidha Kendras, Ticket Booking etc ;

B. AND WHEREAS the FRANCHISER has expended time, effort and money to develop and acquire knowledge and expertise with regard to the business of providing these above mentioned Services and constantly endeavors to improve its exclusive range of services;

- C. AND WHEREAS the FRANCHISER is desirous of granting franchises in respect of the said business to competent entities identified by the FRANCHISER under the name and style of “**ACEUP SUVIDHA KENDRA**”;
- D. AND WHEREAS the FRANCHISEE accepts and understands that substantial reputation and goodwill has accrued to the FRANCHISER’s business and has resulted in substantial demand for its services;
- E. AND WHEREAS the FRANCHISEE is desirous of obtaining the benefits of the FRANCHISER’s knowledge, expertise and goodwill and has approached the FRANCHISER, requesting the FRANCHISER to grant the franchise in respect of the said business to the FRANCHISEE;
- F. AND WHEREAS the FRANCHISEE has represented to the FRANCHISER that the FRANCHISEE has sufficient wherewithal including necessary infrastructure, financial strength and capability to run the said business and has further assured the FRANCHISER that the FRANCHISEE is competent to maintain the reputation and goodwill of the FRANCHISER;
- G. AND WHEREAS, solely in reliance of the representations made by the FRANCHISEE, the FRANCHISER has agreed to grant a franchise to the said business to the FRANCHISEE, subject to and based upon the terms and conditions recorded herein;
- H. AND WHEREAS the Parties have agreed to enter into a binding contract being these presents to record the terms, conditions and covenants agreed between the Parties;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

3. **DEFINITIONS:**

In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- a) “**Agreement Date**” means the date of execution of this Agreement.

- b) **“Applicable Law”** means and includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government, Statutory Authority, Tribunal, Board, or court, as may be applicable in India.
- c) **“Approvals”** means and includes all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority as may be applicable.
- d) **“Business Day”** means a day on which Banks are generally open for business in the city of Calicut in India.
- e) **“Confidential Information”** shall mean all data or information disclosed (whether in writing, orally or by any other means) by the FRANCHISER to the FRANCHISEE, and shall include but not be limited to any information relating to the FRANCHISER’s business operations, processes, plans, intentions, service information, know-how, trade secrets, market opportunities, customers and business affairs.
- f) **“Services”** shall mean those online and offline services to be offered by the FRANCHISEE as specified under this Agreement, as well as any additional services that may be included by the FRANCHISER from time to time.
- g) **“Governmental Authority”** means any Government or Political Subdivision thereof; any department, agency or instrumentality of any Government or Political subdivision thereof; any court or Arbitral Tribunal.
- h) **“Intellectual Property Rights”** shall include all rights in existing and future intellectual property in the nature of registered and unregistered rights to any and all trade names, trademarks, patents, copyrights, confidential information, designs, know-how, business methods, ideas, strategies, database rights and all other intellectual and Industrial Property rights of any sort (throughout the world) as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign.

- i) **“Person”** means any natural person, firm, company, Governmental Authority, Joint Venture, Partnership, Association or other entity (whether or not having a separate legal entity).
- j) **“Premises”** shall mean the proposed location for carrying out the business, run and maintained at the cost of the FRANCHISEE and approved by the FRANCHISER and described in Clause 4 hereinbelow.
- k) **“Registration Fee”** refers to the non refundable one-time payment to be made by the FRANCHISEE to the FRANCHISER in consideration of being granted the franchise to the said business. The amount of Registration Fee shall be subject revision periodically.
- l) **“Renewal Fee”** refers to the payment to be made by the FRANCHISEE to the FRANCHISER towards renewal of the Agreement beyond the term mentioned hereunder as per the prescribed rate or amount as mentioned hereunder.
- m) **“Rupees / Rs”** means Indian Rupees being the lawful currency of the Republic of India.
- n) **“Trademarks”** shall mean the names, trademarks and service marks owned by the FRANCHISER.

4. **GRANT OF FRANCHISE:**

The FRANCHISER hereby grants to the FRANCHISEE, subject to the terms and conditions contained herein, the franchise of **ACEUP SUVIDHA KENDRA** at (hereinafter referred to as the **“Premises”**).

5. **INFRASTRUCTURAL AND TECHNICAL REQUIREMENTS:**

- a) The FRANCHISEE shall set up an institutional pattern as regards the franchise so as to augment the FRANCHISER’s business. The basic infrastructural and technical requirements specified by the FRANCHISER, and on the basis of which this Agreement is entered into, are hereby annexed as **Schedule A** to this Agreement.

- b) The FRANCHISEE accepts and understands that the infrastructural and technical requirements specified by the FRANCHISER and as described in **Schedule A** herein-below are mandatory requirements. Any failure on the part of the FRANCHISEE to meet / maintain the same shall constitute a breach of the terms of this Agreement and shall entitle the FRANCHISER to terminate this Agreement. The requirements specified in Schedule A are only inclusive and any other requirements may be intimated in writing by the FRANCHISER from time to time and the FRANCHISEE shall ensure implementation of the same within the Premises within the time period specified by the FRANCHISER.

6. **OBLIGATIONS OF THE FRANCHISEE:**

The FRANCHISEE hereby covenants and agrees to perform and abide by the following:

- a) To not have any right, title, interest, claim or demand over and in respect of the business name of **ACEUP SUVIDHA KENDRA**.
- b) To not carry on business in the name of **ACEUP SUVIDHA KENDRA** without the permission and authority in writing from the FRANCHISER.
- c) To not enter into any agreement on behalf of the FRANCHISER.
- d) To not carry on the business of the FRANCHISER or any part thereof from any place other than from the Premises specified above without the prior written consent of the FRANCHISER.
- e) To not take CO-WORKERS for and/or promote any other business, other than the businesses prescribed by the FRANCHISER.
- f) To exercise its best endeavours in running the franchise so as to promote mutual business interests of the FRANCHISER and the FRANCHISEE and to maintain the quality of services imparted at the Premises as stipulated by the FRANCHISER.
- g) To maintain the infrastructural and technical requirements as set out in Schedule A hereto (including without limitation to the generality of the foregoing telephone, broadband connection, computers, fixtures and fittings) as may be intimated in writing by the FRANCHISER from time to time. The FRANCHISEE shall also:
- i. Comply with the FRANCHISER's directions as to the layout and use of such equipment and fixtures and fittings; and
 - ii. Maintain such equipment and fixtures and fitting in good repair and good working order.

- h) To make payments to the FRANCHISER as agreed between the Parties and in accordance with the conditions set out in Clause 9 of this Agreement.
- i) To use the Intellectual Property Rights of the FRANCHISER only to the extent permitted under this Agreement.
- j) To provide services specified under this Agreement at the fees agreed upon by the Parties if any. The FRANCHISEE expressly undertakes to charge only such minimum fees from customers as agreed between the Parties and laid down in SCHEDULE B unless lower fees are approved in writing by the FRANCHISER.
- k) To ensure that the quality and standard of imparting the services does not deteriorate and shall reflect the quality of standards maintained by the FRANCHISER as closely as possible.
- l) To ensure that only staff trained and/or approved by the FRANCHISER be employed to work at the Premises on behalf of the FRANCHISEE.
- m) To employ such number of employees, staffs etc. as may be necessary for rendering the services that might be specified by the FRANCHISER from time to time in writing, and to pay and discharge their salary, wages and statutory dues of whatever nature.
- n) To indemnify the FRANCHISER against all claims or responsibility towards salary, wages or statutory dues arising out of any failure by the FRANCHISEE to make payments to its staff or employees as referred to hereinabove. It is understood by the Parties that the FRANCHISER shall bear no responsibility towards payment of any salary, wages, or any other payments to be made to the staff, employees etc. of the FRANCHISEE, neither shall the FRANCHISER bear any liability for payment of any statutory dues that may arise due to any failure on the part of the FRANCHISEE to fulfill its obligations under this Agreement.
- o) To ensure that any issues of the staff or customers of the FRANCHISEE are resolved by the FRANCHISEE in consultation with the FRANCHISER.
- p) To not make any representations, statements or warranties about the franchise except those which are expressly permitted by the Agreement or which the FRANCHISER may authorize in writing.
- q) To not appoint or terminate any staff concerned with the franchise without the mutual consent of both Parties.
- r) To make all reasonable efforts to admit and retain customers for the services.
- s) To permit officers, servants and agents of the FRANCHISER during normal business hours to inspect the Premises and observe the running of the franchise, to ensure compliance with all terms and conditions agreed upon between the Parties.
- t) To conduct the franchise as an independent proprietor and not as a partner, representative, agent or employee of the FRANCHISER.
- u) To obtain all necessary authorizations, permits, license, approvals etc. as may be required under the Applicable Law for the franchise at its own expense without limiting the scope of the services to be rendered.

- v) To comply at its own expense with any enactments, regulations, bye laws, notices, directions, orders, requirements or demands of any Government, semi-government or other authority affecting the franchise, the services or the Premises.
- w) To not assign, charge or otherwise deal with the franchise in any way without the prior written consent of the FRANCHISER.
- x) To not surrender the tenancy right in respect of the Premises in any manner whatsoever without prior intimation and approval of the FRANCHISER, which approval may be withheld by the FRANCHISER at its discretion.
- y) The FRANCHISEE shall not use the log in given for these services at premises other than those registered with FRANCHISER nor share the same with others for their use. The FRANCHISEE shall provide only the services approved by the FRANCHISER and only through the intermediaries provided/ authorised by the FRANCHISER. Any such misuse of Login or providing of unauthorised services, identified by franchiser, will entitle the FRANCHISER to cancel the franchise registration given to such FRANCHISEE with immediate effect.
- z) The FRANCHISEE shall not use the name JANA SEVANA KENDRA and provide services under various government portals like E-District Portal of KERALA IT Mission, IRCTC of Railway etc directly. Any violation will entitle the FRANCHISER to cancel the FRANCHISE Registration under this agreement.

7. **OBLIGATIONS OF FRANCHISER:**

The FRANCHISER hereby agrees to abide by the following:

- a) To permit the FRANCHISEE to carry on the business of providing services permitted under **ACEUP SUVIDHA KENDRA** as mutually agreed.
- b) To permit the FRANCHISEE to use the Trademarks or such other names or styles as may be specified in writing by the FRANCHISER in relation to the franchise.
- c) To allow the FRANCHISEE to use the intellectual property rights owned by the FRANCHISER in relation to the franchise, subject to the terms and conditions contained herein.
- d) To provide to the FRANCHISEE, as the FRANCHISER may consider appropriate from time to time, with management and administrative advice in the conduct of the franchise and such other advice as the FRANCHISER may consider necessary and appropriate to promote the mutual business interests of the FRANCHISER and the FRANCHISEE.
- e) To provide the necessary guidance and guidelines regarding layout planning, decoration, recruitment of staff, fees, advertisement strategy, procurement of customers etc.
- f) It is understood and agreed by the Parties that the FRANCHISEE shall be responsible for timely and appropriate action and the FRANCHISER shall only provide necessary assistance for the provision of the services.

8. **FINANCIAL TERMS:**

- a) The Registration Fee towards obtaining the franchise is Rs./- (Rupeesonly) plus GST at the prevailing rate as applicable. The FRANCHISEE has made payment of an amount of Rs. vide NEFT/Branch DD/Cheque No. dated drawn in favour of ACEUP payable at CALICUT towards full and final payment of the Registration Fee.
- b) The Registration Fee paid by the FRANCHISEE shall be non refundable under all circumstances or for any reasons whatsoever.
- c) There will be a yearly Software License Renewal Fee (Rs 3000/- per Year) as may be fixed by ACEUP MANAGEMENT from time to time.
- d) In the event of such failure by the FRANCHISEE to make payment of renewal fee for a period of two consecutive months, amongst other remedies available to the FRANCHISER, the FRANCHISER is entitled to retain or withhold the services to customers of the FRANCHISEE, until the FRANCHISEE has cleared all pending dues towards the FRANCHISER. The liability and responsibility for such retention shall rest exclusively with the FRANCHISER, and the FRANCHISEE shall suitably indemnify the FRANCHISER against any costs, expenses, claims, suits, actions etc. that may arise as a result of such withholding of services.

9. **CONFIDENTIAL INFORMATION:**

- a) The FRANCHISEE shall keep secret and confidential and shall not disclose, without the prior written approval of the FRANCHISER, which approval may be granted or withheld conditionally or unconditionally at the absolute discretion of the FRANCHISER, to any, third party nor use nor permit or suffer any third party to use for any purpose the knowhow, contents, designs etc entrusted to the FRANCHISEE by the FRANCHISER.
- b) The FRANCHISEE shall not be a party to the doing or neglecting to do of any act whereby any industrial or intellectual property including trade secrets and business reputation owned by the FRANCHISER and any company related to it and which the FRANCHISEE is authorized to use (including the goodwill of the business in respect of which this franchise is granted and used in connection with this franchise) may be prejudicially affected either during the term or afterwards.

- c) The FRANCHISEE shall maintain secrecy about the methods of the FRANCHISER including any manuals issued by the FRANCHISER, any technical know-how, trade secrets, market opportunities, advertising and publicity materials belonging to the FRANCHISER, both during the currency of this agreement and after it is terminated.
- d) In order to protect the trade secrets and other confidential information as also in lieu of the know-how received by the FRANCHISEE from the FRANCHISER so as to be able to fulfill its obligations as part of the franchise, the FRANCHISEE agrees that during the term and even after termination for a period of three years thereof, the FRANCHISEE shall not be concerned or interested either directly or indirectly in any similar business or in providing services similar to the services provided as part of the franchise.
- e) As part of its obligations to maintain secrecy, the FRANCHISEE will not at any time within three years after the termination of this Agreement;
 - i. solicit the customers involved with this franchise with the intent of taking them as customers of his new business.
 - ii. Employ or offer to employ any person who immediately before such employment or offer of employment was employed by FRANCHISER and not directly or indirectly to induce such person to leave his or her employment.
- f) The FRANCHISEE shall ensure that all its staff, employees, agents etc. engaged in the franchise also fulfill the confidentiality obligations set out hereinabove. In the event of any breach of confidentiality coming to the attention of the FRANCHISEE, the FRANCHISEE must immediately bring such breach to the attention of the FRANCHISER, and detail in writing the circumstances, substance and nature of the breach as well as the names and addresses of any persons known or suspected by the FRANCHISEE to have been involved in the breach.

10. **TERM:**

The present Agreement shall remain valid for a period of Twelve Months only and shall be renewed, on mutual consent. In the event of renewal of the said Agreement, the FRANCHISEE shall pay to the FRANCHISER a Renewal Fee which shall be as fixed by the FRANCHISER commonly as on the date of such renewal.

11. **TERMINATION:**

- a) Notwithstanding anything to the contrary contained herein, the FRANCHISER shall have the right to terminate this Agreement after providing notice of one month if in its opinion, the operational standards are not being maintained by

the FRANCHISEE, or if the FRANCHISEE commits a breach of any of its obligations under this Agreement.

- b) In the event of termination of the Agreement, the FRANCHISEE shall ensure that the following obligations are fulfilled:
 - i. All administrative and promotional materials pertaining to the franchise are collected or deposited with the respective departments in the administrative offices of the FRANCHISER.
 - ii. The FRANCHISEE clears all payments due to the FRANCHISER prior to the date of termination, including payment of Registration Fee/ Renewal Fee, advertisement share etc., and any other payments that might be due to the FRANCHISER under this Agreement
- c) In the event of non-fulfillment of the obligations by the FRANCHISEE as set out hereinabove, the FRANCHISER shall be entitled to take suitable actions and avail any of the remedies of its choosing in order to recover the losses suffered by it due to the FRANCHISEE.
- d) In addition to any other remedies available to the FRANCHISER in the event of any breach by the FRANCHISEE of any of its obligations under the Agreement, the FRANCHISER shall have the right to suspend the right of the FRANCHISEE to the franchise, and order an inquiry into the circumstances involved in and the nature of such breach. The restoration of the right of the FRANCHISEE to the franchise shall be subject to the finding of such inquiry, and in case the breach is found to be a material breach under the Agreement, the FRANCHISER shall be entitled to terminate the Agreement forthwith, which shall be based on the discretion of the FRANCHISER in such matter.
- e) Notwithstanding anything to the contrary contained hereinabove, in the event of termination of this Agreement due to some breach by the FRANCHISEE, the FRANCHISER shall be entitled to take over the Premises and provide the services at the risk and cost of the FRANCHISEE, till the completion of the term of this Agreement or such renewed term as the case may be. Alternatively, at the sole option of the FRANCHISER, the FRANCHISER shall be entitled to make alternate arrangements to accommodate the existing customers, in which event the FRANCHISEE shall suitably compensate the FRANCHISER for all expenses borne by the FRANCHISER in this regard.

12. **INDEMNITY**

- a) The FRANCHISEE hereby agrees to indemnify, defend and hold the FRANCHISER harmless from and against any and all liability and costs, including Service charges, expenses, payments, liabilities, injury costs, damages, claims, actions or suits brought against the FRANCHISER by any third party due to any breach of the terms and conditions of the Agreement by

the FRANCHISEE, or due to any negligence, deficiency in service or unfair trade practice on the part of the FRANCHISEE.

- b) In the event that the FRANCHISEE is involved in any activity which the FRANCHISER deems to be harmful to the FRANCHISER's goodwill and/or reputation, the FRANCHISER shall be entitled to terminate the Agreement, and the FRANCHISEE shall indemnify, defend and hold harmless the FRANCHISER from any costs, expenses, damages, claims, suits or actions initiated by any third party against the FRANCHISER arising out of such termination by the FRANCHISER.
- c) Further, the FRANCHISER shall in no way be responsible for any losses suffered by the staff or customers involved in the franchise, at any point during the term of the Agreement or after, and the FRANCHISEE shall indemnify the FRANCHISER from any claims arising in this regard. It is understood by the Parties that the FRANCHISER shall bear no responsibility towards payment of any salary, wages, or any other payments to be made to the staff, employees etc. of the FRANCHISEE, neither shall the FRANCHISER bear any liability for payment of any statutory dues that may arise due to any failure on the part of the FRANCHISEE to fulfill its obligations under this Agreement.
- d) Notwithstanding anything to the contrary, in the event of termination of the Agreement by the FRANCHISER as per Clause 12 hereinabove, the FRANCHISEE hereby indemnifies the FRANCHISER from any claims, rights or actions made by any third party, including but not restricted to the staff and / or customers involved in the franchise.
- e) The FRANCHISEE agrees and acknowledges that the FRANCHISEE shall not indulge in any activities of fraud, corruption, bribery, any malpractices, or any acts that are illegal or punishable by law. In case of any failure on the part of the FRANCHISEE to fulfill this obligation, the FRANCHISEE shall indemnify the FRANCHISER against any costs, expenses, damages or suits that may arise out of such failure. Moreover, amongst other remedies available to the FRANCHISER, the FRANCHISER, or an officer deputed by the FRANCHISER for such purpose, shall have the right to seize such documents as the officer deems indicative of the breach by the FRANCHISEE, and the FRANCHISEE agrees to raise no objection to the same.

13. **INTERPRETATION:**

In interpreting the terms of this Agreement:

- a) Words indicating one gender include all genders. Where the context so requires, words imparting the singular only also includes the plural and vice versa.
- b) Headings to these conditions shall not be deemed to form part thereof or be taken into consideration in the interpretations of construction thereof of the agreement.

- c) In the event any portion of or all of the contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the parties as set out and gathered from the terms agreed between the parties.
- d) No failure on the part of any party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right.

14. **NOTICES IN WRITING:**

- a) All correspondence between the parties pertaining to this Agreement shall be addressed by e-mail to the representatives of the respective parties or by post at the addresses mentioned hereinabove.
- b) Wherever these conditions provide for giving of approvals, notices and requests or other communication in connection with this Agreement (“**Notice**”), these communications must be in writing. A notice shall be deemed to be in writing if it is contained in a manuscript, typewritten or printed statement, under the signature and/or seal of the party sending such notice.
- c) The representatives of the Parties shall have full authority to act on behalf of the Parties. The representatives shall be entitled to receive all notices, instructions, consents and other communications as may be issued under the Agreement.
- d) Such notices and other communication duly given shall be deemed to be effective if given by personal delivery, upon such delivery, or if sent by e-mail, upon the next business day after sending the same, or if sent by registered mail, upon expiry of the 10th business day following the date of dispatch thereto.
- e) In the event of any changes in the names and/or designation and/or address of the representatives indicated hereinabove the same shall be intimated to the other Party immediately.
- f) All communication/correspondence under or in relation to the Agreement shall be in the English Language.

15. **ASSIGNMENT:**

Neither Party shall assign the whole or any part of its rights or obligations under the Agreement without the prior approval of the other Party.

16. **AMENDMENT:**

Except as specifically provided for herein, the various provisions of this Agreement shall be modified, altered or amended only when the same is made in writing and signed by both Parties.

17. **SEVERABILITY:**

If any provision of this Agreement is invalid, enforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either party hereto to the other, and the remainder of this Agreement shall be binding and valid.

18. **FORCE MAJEURE:**

Neither Party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

19. **WAIVER:**

Any delay, omission or failure on the part of either Party to exercise any of its rights under this Agreement shall not be construed as a waiver of such rights or impair the rights of the respective parties with respect to any subsequent default of the same or different nature by the other Party.

20. **RELATIONSHIP BETWEEN PARTIES:**

This Agreement shall not be interpreted or construed as creating any partnership or joint venture between the Parties hereto and neither party shall have the power to bind and obligate the other except as set forth in this Agreement.

21. **GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed and construed solely in accordance with the laws of India in every particular, including formation and interpretation. Any proceedings arising out of or in connection with this Agreement shall be brought only before the court of competent jurisdiction in Calicut.

22. **ARBITRATION:**

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this Agreement, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereto. The Arbitral Tribunal shall consist of a Sole Arbitrator to be appointed by the FRANCHISER. The venue of such arbitration shall be Calicut and the language of arbitration shall be English.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on this the (Insert) day of (Insert), (Insert).

SIGNED AND DELIVERED:

SIGNED AND DELIVERED:

FOR **ACEUP MARK SOLUTION**

FOR

MANAGING PARTNER

PARTNER

In the presence of Witnesses:-

In the presence of Witnesses:-

1.

1.

2.

2.

SCHEDULE A

INFRASTRUCTURAL AND TECHNICAL REQUIREMENTS:

- a) The FRANCHISEE shall ensure that the area of the premises, as defined hereinabove is not less than 150 sq. ft.

- b) The FRANCHISEE shall meet and bear the entire cost of furnishing and decorating the interior and exterior of the premises in accordance with the specifications and requirement of the FRANCHISER, particularly touching upon the aspects of elevation, décor and interior design, painting, number of rooms, seating arrangements, selection of furniture, fittings, counters and stands, color code, lighting systems, illumination, air conditioning, firefighting equipment etc.

- c) The FRANCHISEE shall ensure that the premises shall be conveniently located so as to enable easy access to the public at large.

- d) The FRANCHISEE shall procure and maintain the required Technical Infrastructure at its own cost meeting the specifications required by the FRANCHISER.
- e) The FRANCHISEE shall apart from the above and in addition comply with all infrastructural and technical requirements as prescribed in the ACEUP Manual.

SCHEDULE B

DETAILS PERTAINING TO THE SERVICES CURRENTLY OFFERED BY THE FRANCHISER AND THE MINIMUM CHARGES FOR THE SAME

S/No	Name of Service	Fee Structure	Remarks
1.			
2.			
3.			
4.			
5.			
6.			
7.			