 **Grant of Franchise:** The Franchisor hereby grants to the Franchisee a limited, [**Exclusive/Non-Exclusive**], and revocable license to operate a franchise business under the "Franchise System" (as hereinafter defined), within the defined Territory, for the specific business operations delineated herein, and utilizing the Licensed Marks (as hereinafter defined).

 **Demarcation of Territory:** The geographical area within which the Franchisee is authorized to establish and operate the franchised business shall be precisely delineated as [**Specify Geographical Boundaries**] (the "Territory"). The scope of exclusivity, if any, within the Territory shall be strictly as set forth herein and subject to the Franchisor's reserved rights.

 **Term and Renewal:** This Agreement shall subsist for an initial term of [**Number**] years commencing from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions hereof. Any renewal of this Agreement shall be subject to the mutual written agreement of the Parties, contingent upon the Franchisee's satisfactory performance and adherence to the terms herein, and upon such terms and conditions as the Franchisor may prescribe at the time of renewal.

 **Initial Franchise Fee:** As a material consideration for the grant of the Franchise, the Franchisee shall remit to the Franchisor a non-refundable initial franchise fee of INR [**Amount in Indian Rupees**] (Indian Rupees [**Amount in Words**]), payable in accordance with the schedule stipulated in Schedule A annexed hereto.

 **Continuing Royalty Payments:** In consideration for the ongoing rights and privileges granted hereunder, the Franchisee shall pay to the Franchisor continuing royalty payments calculated as [**Percentage**]% of the Gross Revenue (as hereinafter defined) of the franchised business, payable [**Frequency, e.g., monthly, quarterly**] in arrears, in the manner prescribed by the Franchisor.

 **Advertising and Marketing Contributions:** The Franchisee shall contribute to the Franchisor's national and/or regional advertising and marketing funds an amount equal to [**Percentage**]% of the Gross Revenue, payable [**Frequency**] concurrently with the royalty payments. The utilization of such funds shall be at the sole discretion of the Franchisor.

 **Mandatory Operational Standards:** The Franchisee shall at all times operate the franchised business in strict conformity with the Franchisor's established operational manuals, quality control standards, service protocols, and other directives, as may be amended or supplemented by the Franchisor from time to time.

 **Provision of Training and Support:** The Franchisor shall provide initial training to the Franchisee and its designated personnel in the operation of the Franchise System, as detailed in Schedule B annexed hereto. Ongoing support shall be provided by the Franchisor to the extent and in the manner deemed appropriate by the Franchisor.

 **Licensed Use of Intellectual Property:** The Franchisor hereby grants to the Franchisee a limited, non-exclusive, and revocable license during the Term to use the Franchisor's trademarks, service marks, trade names, logos, and other intellectual property (collectively, the "Licensed Marks") solely in connection with the operation of the franchised business within the Territory and in strict accordance with the Franchisor's guidelines.

 **Protection of Proprietary Rights:** The Franchisee acknowledges the Franchisor's exclusive ownership of the Licensed Marks and the Franchise System and undertakes to take all necessary and reasonable measures to protect the integrity and goodwill associated therewith, including promptly reporting any actual or suspected infringement thereof to the Franchisor.

 **Obligation of Confidentiality:** Each Party acknowledges that it may receive or have access to confidential and proprietary information of the other Party (the "Confidential Information"). Each Party undertakes to maintain the Confidential Information of the other in strict confidence and shall not, without the prior written consent of the disclosing Party, disclose or utilize such information for any purpose other than as expressly permitted under this Agreement. This obligation shall survive the termination of this Agreement.

 **Franchisee's Capital Investment and Establishment:** The Franchisee shall be solely responsible for all capital investment required to establish and operate the franchised business, including, without limitation, securing a suitable location within the Territory, undertaking all necessary fit-out and construction in accordance with the Franchisor's specifications, and procuring all necessary equipment and supplies.

 **Sourcing and Standards of Goods and Services:** The Franchisee shall procure all goods, supplies, and services utilized in the operation of the franchised business from sources approved or designated by the Franchisor and shall at all times adhere to the quality standards prescribed by the Franchisor.

 **Pricing Parameters:** The Franchisee shall adhere to the pricing guidelines or restrictions for goods and services offered by the franchised business as may be established and communicated by the Franchisor from time to time.

 **Maintenance of Inventory:** The Franchisee shall maintain at all times an adequate inventory of goods necessary for the efficient operation of the franchised business, in accordance with the minimum and maximum levels specified by the Franchisor.

 **Mandatory Insurance Coverage:** The Franchisee shall procure and maintain, at its sole cost and expense, the types and levels of insurance coverage as specified by the Franchisor, including but not limited to public liability insurance, property damage insurance, and workers' compensation insurance, with reputable insurers approved by the Franchisor.

 **Mutual Indemnification Obligations:** The Franchisee shall indemnify, defend, and hold harmless the Franchisor from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to the Franchisee's operation of the franchised business, except to the extent caused by the Franchisor's gross negligence or willful misconduct. Conversely, the Franchisor shall indemnify the Franchisee to the extent provided under applicable law.

 **Strict Compliance with Applicable Law:** The Franchisee shall at all times conduct the franchised business in strict compliance with all applicable laws, statutes, rules, regulations, and ordinances in force within the Union of India, including, without limitation, all central and state laws and local regulations applicable within Bengaluru, Karnataka.

 **Procurement of Requisite Authorizations:** The Franchisee shall be solely responsible for obtaining and maintaining all necessary permits, licenses, and authorizations required for the lawful establishment and operation of the franchised business within the Territory.

 **Franchisor's Right of Inspection and Audit:** The Franchisor shall have the right, upon reasonable notice, to enter the Franchisee's premises to inspect the operation of the franchised business and to audit the Franchisee's financial records to ensure compliance with the terms of this Agreement.

 **Obligation of Financial Reporting:** The Franchisee shall submit to the Franchisor regular financial reports, including but not limited to profit and loss statements and balance sheets, at such intervals and in such format as prescribed by the Franchisor.

 **Events of Franchisee Default and Franchisor's Termination Rights:** The occurrence of any of the following shall constitute an event of default by the Franchisee, entitling the Franchisor to terminate this Agreement upon written notice: (a) failure to make timely payments of any fees or royalties due hereunder; (b) breach of any material provision of this Agreement; (c) failure to adhere to the Franchisor's operational standards; (d) insolvency or bankruptcy of the Franchisee; or (e) any other event specified herein.

 **Franchisee's Limited Right of Termination:** The Franchisee shall have the right to terminate this Agreement only upon the occurrence of a material breach by the Franchisor of its obligations hereunder, provided that the Franchisee has given the Franchisor written notice of such breach and a reasonable opportunity to cure such breach, which period shall not exceed [**Number**] days.

 **Consequences of Termination:** Upon the termination of this Agreement for any reason, the Franchisee shall immediately cease operating the franchised business under the Franchise System, shall discontinue all use of the Licensed Marks and the Franchisor's intellectual property, and shall promptly return to the Franchisor or destroy (as directed by the Franchisor) all operational manuals, marketing materials, and other proprietary information.

 **Post-Termination Restraint on Competition:** Subject to the limitations imposed by applicable Indian law concerning restraint of trade, for a period of [**Number**] years following the termination of this Agreement, the Franchisee shall not, directly or indirectly, engage in, own, manage, operate, control, be employed by, participate in, or be connected in any manner with any business that 1 is substantially similar to the franchised business within the Territory or a radius of [**Number**] kilometers thereof.

 **Post-Termination Restriction on Solicitation:** For a period of [**Number**] years following the termination of this Agreement, the Franchisee shall not, directly or indirectly, solicit or endeavor to solicit any customers or employees of the Franchisor or the franchised business.

 **Conditions for Franchisee's Transfer or Assignment:** The Franchisee shall not have the right to transfer or assign this Agreement or any of its rights or obligations hereunder without the prior specific written consent of the Franchisor, which consent may be withheld in the Franchisor's sole and absolute discretion and may be subject to such conditions as the Franchisor deems appropriate.

 **Franchisor's Unfettered Right of Transfer or Assignment:** The Franchisor shall have the unqualified right to transfer or assign this Agreement or any of its rights or obligations hereunder to any affiliate, subsidiary, successor-in-interest, or other entity without requiring the consent of the Franchisee.

 **Conditions Precedent to Renewal:** Any renewal of this Agreement shall be contingent upon the Franchisee's full and satisfactory compliance with all terms and conditions hereof throughout the Initial Term, the Franchisee's execution of the Franchisor's then-current form of franchise agreement, and the payment of any applicable renewal fees prescribed by the Franchisor.

 **Indisputable Ownership of Intellectual Property:** The Franchisee unequivocally acknowledges and agrees that the Franchisor is and shall remain the sole and exclusive owner of the Licensed Marks and the Franchise System, and nothing contained herein shall be construed as conferring upon the Franchisee any ownership right, title, or interest therein.

 **Franchisor's Prerogative to Modify System:** The Franchisor shall retain the absolute right to update, modify, alter, or improve the Franchise System, including operational procedures, marketing strategies, and product offerings, from time to time, and the Franchisee shall be obligated to implement and adhere to such modifications.

 **Franchisee's Duty to Train Personnel:** The Franchisee shall be solely responsible for ensuring that all its employees and personnel engaged in the operation of the franchised business are adequately trained in accordance with the Franchisor's training programs and standards.

 **Mandatory Customer Service Standards:** The Franchisee shall at all times maintain the highest standards of customer service in accordance with the Franchisor's established guidelines and procedures, as may be amended from time to time.

 **Adaptation to Local Market:** To the extent that any specific adaptations or modifications to the Franchise System are required to comply with local laws or regulations within Bengaluru, Karnataka, such adaptations shall be subject to the Franchisor's prior written approval and shall not compromise the integrity of the Franchise System.

 **Prescribed Mechanism for Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to [**Specify Dispute Resolution Mechanism, e.g., binding arbitration under the Arbitration and Conciliation Act, 1996, in Bengaluru**].

 **Designated Governing Law and Exclusive Jurisdiction:** This Agreement shall be exclusively governed by and construed in accordance with the laws of the Union of India. The courts situated in Bengaluru shall have exclusive jurisdiction to entertain any suit, action, or proceeding arising out of or relating to this Agreement, and the Parties hereby irrevocably submit to the jurisdiction of such courts.

 **Force Majeure:** Neither Party shall be held liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by any event of Force Majeure, including but not limited to acts of God, war, riots, strikes, lockouts, natural disasters, governmental actions, or any other cause beyond the reasonable control of the affected Party, provided that the affected Party promptly notifies the other Party of such event and diligently endeavors to mitigate its effects.

 **Intellectual Property Indemnification by Franchisor:** The Franchisor shall indemnify, defend, and hold harmless the Franchisee from and against any and all claims, actions, demands, suits, or proceedings alleging that the use of the Licensed Marks or the Franchise System as authorized herein infringes upon the intellectual property rights of any third party, provided that the Franchisee promptly notifies the Franchisor of any such claim and cooperates fully in the defense thereof.

 **Franchisee's Representations and Warranties:** The Franchisee hereby represents and warrants to the Franchisor that it possesses the full legal right, power, and authority to enter into and perform its obligations under this Agreement and that its execution and performance hereof will not violate any other agreement to which it is a party or any applicable law or regulation.

 **Franchisor's Representations and Warranties:** The Franchisor hereby represents and warrants to the Franchisee that it possesses the full legal right, power, and authority to grant the franchise rights as contemplated herein and that it has the requisite intellectual property rights in and to the Licensed Marks and the Franchise System.

 **Entire Agreement and Integration Clause:** This Agreement, including all Schedules and Exhibits annexed hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

 **Amendments and Modifications:** No amendment to or modification of this Agreement shall be valid or binding upon the Parties unless such amendment or modification is set forth in a written instrument duly executed by authorized representatives of both Parties.

 **Notices and Communications:** All notices, demands, consents, approvals, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post with acknowledgment due, or transmitted by reputable courier service to the addresses of the Parties first above written or to such other address as either Party may designate in writing to the other.

 **Severability of Provisions:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision.

 **Survival of Obligations:** Notwithstanding the termination of this Agreement for any reason, the provisions relating to confidentiality, protection of intellectual property, indemnification, post-termination restrictions, and any accrued rights and obligations shall survive such termination and continue in full force and effect in accordance with their respective terms.

 **Relationship of Independent Contractors:** The Parties acknowledge and agree that the relationship created by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of agency, partnership, joint venture, or employment between the Franchisor and the Franchisee.

 **Compliance with Anti-Corruption Laws:** The Franchisee shall at all times comply with all applicable anti-corruption laws and regulations in force in India, including but not limited to the Prevention of Corruption Act, 1988, and shall not engage in any bribery, corruption, or unethical practices in connection with the operation of the franchised business.

 **Data Privacy and Security:** The Franchisee shall comply with all applicable data privacy and security laws and regulations in India, including but not limited to the Information Technology Act, 2000, and any rules and regulations framed thereunder, in the collection, processing, storage, and transfer of personal data of customers and employees.

 **Audit Rights of Franchisor:** The Franchisor shall have the right, at its sole discretion and upon reasonable notice, to conduct audits of the Franchisee's operations and financial records, either directly or through its designated representatives, to verify compliance with the terms of this Agreement.

 **Specific Performance and Injunctive Relief:** The Parties acknowledge that a breach of certain provisions of this Agreement, including but not limited to those relating to the protection of intellectual property and confidentiality, may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the non-breaching Party shall be entitled to seek injunctive relief and specific performance in addition to any other remedies available at law or in equity.

 **Waiver of Jury Trial:** To the fullest extent permitted by applicable law, each Party hereby irrevocably waives any right it may have to a trial by jury in respect of any suit, action, or proceeding arising out of or relating to this Agreement.

 **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

 **Legal Representation Acknowledgment:** Each Party hereby acknowledges that it has had the opportunity to seek independent legal advice regarding the terms and conditions of this Agreement and enters into this Agreement voluntarily and with a full understanding of its provisions.

 **Good Faith and Fair Dealing:** The Parties hereby undertake to act in good faith and deal fairly with each other in the performance of their respective obligations under this Agreement.

 **Remedies Cumulative:** Except as otherwise expressly provided herein, all rights and remedies of either Party under this Agreement shall be cumulative and in addition to, and not in lieu of, any other rights or remedies available to such Party at law or in equity.

 **Headings for Convenience:** The headings and subheadings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of the provisions hereof.

 **No Third-Party Endorsement:** The Franchisee shall not represent or imply that the Franchisor endorses any products or services offered by the Franchisee other than those specifically authorized under the Franchise System.

 **Obligation to Update Contact Information:** Each Party shall promptly notify the other Party in writing of any changes to its address, contact person, or other relevant contact information.

 **Compliance with Export Controls:** The Franchisee shall comply with all applicable export control laws and regulations of India and any other relevant jurisdiction.

 **Environmental Compliance:** The Franchisee shall operate the franchised business in compliance with all applicable environmental laws and regulations in Bengaluru, Karnataka, and shall obtain and maintain all necessary environmental permits.