

## **FRANCHISE AGREEMENT**

This AGREEMENT entered into on the **01/01/2025** .

### **BETWEEN:**

**EKENDRA PAN SERVICES** at Purba Khatalbari, Shilbari Hat, Alipurduar, 736204, West Bengal, represented herein by its proprietor, Mr. Mahabul Alam (hereinafter referred to as the FRANCHISOR ", which expression shall, whenever the context so requires or admits mean and include its successors and assigns) of the ONE PART;

AND

**M/s Your Business Name . www.yourwebsite.in** , a Business Organization, having its place of Business at **Your Full Address** represented herein by its proprietor **Mr/Mrs. Your Name** (hereinafter referred to as the "FRANCHISEE", which expression shall, unless the context so requires or admits mean and include its proprietor for the time being, their heirs, legal representatives, executors and permitted assigns) of the OTHER PART;

WHEREAS The Franchisor is engaged in the business of producing/manufacturing White Label Portal Software and Website under the trade name of **EKENDRA PAN SERVICES**, and website [www.ekendrapan.in](http://www.ekendrapan.in).

WHEREAS the Licensor is already manufacturing White Label Portal Software and Websites and providing it to its clients under its trade name and trademark by setting up chain of clients all over the country on its own.

WHEREAS the Franchisee has offered to take on Franchise and White Label basis one White Label Portal Software and Website of the Franchisor and has represented to the Franchisor that it is in a position to invest necessary capital for the said purpose and the Franchisor has accepted the said offer;

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

That in consideration of the foregoing, the Franchisor hereby appoints **M/s Your Business Name . www.yourwebsite.in** as its **Client/Franchisee** in the State of **Your State Name** (in state where Franchisee will operate) upon the following terms and conditions:

1. **Commission:** Commission charged on the services may vary from time to time and depends solely on the service provider of the Franchisor and the Franchisor in no ways is responsible for the same. The Franchisor is in no liability to refund any amount to the Franchisee in case of price hike on the services in the Portal software or website.

2. **Services:** The Franchisee and its users beneath it, are entitled to the services in the portal, such as-

- Collections of Bills (BPPS);
- Travel booking services;
- Insurance services;
- Tax consultant;
- Distribution of Financial services;
- Selling or dispensing of Recharges, Top Up, DTH Recharge, Google Redeem Voucher;
- PAN card services, and many other such services.

3. **Account Creation:** The Franchisee is empowered to create unlimited users such as Retailer, Distributor, and Super Distributor from the portal but it is also the duty of the Franchisee itself or of any other staff of his to visit and verify the users.

4. **Termination:** a) If at any point of time the Franchisor is doubtful or suspicious about any intentional or unintentional error in documentation of any user of the Franchisee, or, the Franchisor finds out that there exist numerous accounts of any particular user with one identification document, the Franchisor will be at full liberty to permanently block/close such user accounts.

b) If the Franchisor finds out such above mention occurrences are occurring on regular basis, the Franchisor may also permanently block/close the account of the Franchisee.

c) If any user of the Franchisee makes request for chargeback from the bank, in that case such money will be deducted from the wallet of the Franchisee.

d) The User of the Franchisee will be bound to use the same name in his account/ID, as the name in his Bank Account, or if the User is using an UPI ID with any other name to add money, then the Franchisor may once again be at full liberty to permanently block/close the account of such User.

e) If an account of any Agent of the Franchisee is inactive for 30 days, in such a case the Franchisor will deactivate such account of the Agent, and, if an account of any such Agent is inactive, or such Agent is not working any more, for 6 months, the Franchisor will permanently close such account.

**Upon the termination of this Agreement, The Franchisee undertakes to:**

a) Immediately discontinue and cease to use the trademark, logo and other intellectual properties of Ekendra and shall immediately hand over any and all copies or documentation of such intellectual property to the Franchisor;

b) Upon termination, the franchisee must remove the brand and logo of Ekendra from the centre with immediate effect, failing which penalty may be imposed by the Franchisor, if there is non-adherence to the agreement.

c) Return all equipment and materials held by the Franchisee in its capacity as Ekendra;

d) Immediately return all the confidential informations belonging to and relating to Ekendra.

e) Cease to promote, distribute, provide market or advertise the Services available under Ekendra;

and,

f) Not at any time to use or duplicate the Business, Business Processes, Portal and IT infrastructure or the System or any part thereof of Ekendra.

5. **Fees:** Any kind of Registration, server, renewal, or maintenance charges will not be refunded by the Franchisor.

6. That the Franchisee shall not accept any Franchisee from other competing organizations to Ekendra in the same business or

similar business for any territory without the express permission in writing from Ekendra.

7. That the Franchisee shall operate its centre only and exclusively for Ekendra and for no other entity in the similar business.

8. That the Franchisee is supposed to run Ekendra centre in standalone mode; if found violating the same, the Franchisor will stop the Franchisee from using Ekendra portal and Intellectual Property rights directly and/or indirectly, and the Franchisee shall have to make a payment to the tune of Rs.10 Lakh as fine and damages as estimated by the Franchisor without demurrer.

9. That the Franchisee shall during the tenure of this Agreement or for a period of 12 (twelve) months following the termination thereof, directly or indirectly, solicit or offer employment to any personnel of Ekendra who was involved in the implementation or execution of this Agreement, and shall not employ or contract in any manner with any such personnel of Ekendra, unless otherwise specifically agreed upon by the Franchisor.

10. That the Franchisor is only an aggregator/distributor of product(s)/service(s) on behalf of its various service provider(s). Therefore, the Franchisor shall not be liable or responsible in any way for any defect/deficiency/delay/damage(s)/losses to the customer/consumer for the product(s)/service(s) of any third party or parties.

11. Notwithstanding anything contained in this Agreement, liability of the Franchisor shall be limited (if admissible) in the case of any mistake/act/omission/commission by Ekendra or its employee(s)/representative(s)/ agent(s)/contractor(s) up to the amount of net commission received. The Franchisor shall also not be liable or responsible in any manner for any third party claim.

12. That the Franchisee will not borrow or lend any money or give guarantee or create any encumbrances on the business in name of Ekendra/Franchisor or assign or create any third party right or interest in the said business. The rights given under this agreement is exclusively for the franchisee only.

13. That the Franchisee will not deal in cash with the employees/officers of Ekendra/Franchisor and all the transactions are to be routed through Bank accounts, wallet, and by mode of cheque or demand drafts. Cash dealing is strictly prohibited under any circumstances. If any franchisee is found to be dealing in cash with Ekendra representatives, the Franchisor in no ways will not be liable for any such transactions.

14. That the Franchisee will indemnify and always keep indemnified the Franchisor and its employees and Directors, Partners against any loss, illegal activities done by the Franchisee, any act which is prohibited by law and /or damage and/or any third party claim that the Franchisor may suffer, as a result of non-compliance or breach of any of the terms of the said agreement and that of the Ekendra franchisee business.

15. That the Franchisee agrees, unless required by law, not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than for the performance of the agreement between the parties. Franchisee shall keep confidential all the details and information with regard to facilities, operations, management and maintenance of the system facilities.

16. That this above clause will not be construed to prohibit the Franchisee to provide the information to the Statutory Authority under any law with a written intimation from the Franchisor.

17. That the Franchisee agrees to hold each of the Confidential Information in confidence during the Term of the Agreement and for a period of three (3) years after termination of the agreement.

18. That the Franchisee to protect the Franchisor and its employees, Directors , Partners against any loss, claim, liabilities, expenses or damages arising out of any crime committed by Franchisee via internet and computer network during operation under this agreement, dealing particularly with infringements of Intellectual Property and copyright, computer related fraud, protection of IT Infrastructure and data from any virus attack, unauthorized access/ modifications/ deletion of data, child pornography, hate

crimes and violation of any network security.

19. That if any part of term or provision of this Agreement is declared by any court to be in conflict with the law or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected thereby

20. That this Agreement, annexures, schedules together hereto, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties respecting the subject matter hereof.

21. That any suit, action or proceeding seeking to enforce any provisions of, or based on any matter arising out of or in connection with this Agreement or the Transactions may be brought in a court under the jurisdiction of Kolkata, India and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts there from). Notice in any such suit, action or proceeding may be served on either Party at the address mentioned hereinafter without limiting the foregoing, each Party agrees that services of notice on such party as provided in the instant agreement shall be deemed effective service of notice on such Party.

22. That any claim, dispute or difference by any Franchisee shall lie against the company only and not against individual employees/officers/representatives of the Franchisor.

23. That the Franchisor only reserves the right to alter or modify any clause or clauses of the said agreement without prior intimation and any such alteration, if made, shall be communicated to the franchisee from time to time.

#### **THE FRANCHISEE COVENANTS WITH THE FRANCHISOR AS FOLLOWS:**

1. That it shall not directly or indirectly or in Partnership or Association, with friends or relatives, or Companies engage itself in business, which is same or similar to the one being, carried on by the Franchisor.

2. That it shall not sell, display or otherwise deal in any portal software and website which is in any ways similar to the portal software and website dealt in by the Franchisor.

3. That it shall not use the Franchisor's trade name and/or trademark in any manner other than that which is permitted by the Franchisor.

4. That it shall not draw, accept or endorse any Bill on behalf of the Franchisor.

5. That it shall not issue any kind of cheque using the name of the Franchisor.

6. That it shall not, without the prior written consent of the Franchisor, during the term of this agreement or any time thereafter upto a term of Five years from the date of termination of the Agreement, perform duties similar to the services as stipulated under this Agreement, on behalf of any third party/person or entity.

7. That it shall not, without the Franchisor's prior written consent, make or give any representations, warranties or other promises concerning the Franchisor's other than what is expressly permitted.

8. That it shall fulfil its obligations and duties under the Agreement with utmost honesty and in consonance with business and moral ethics and values.

9. That it shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption.

10. That it shall report to the Franchisor, within 1 business day, any request or demand for any undue financial or other advantage

of any kind received by the Franchisee in connection with the performance of this agreement.

11. That it shall notify the Franchisor of any circumstances which may affect the implementation of this Agreement, including but not limited to the change the location, personal details, during the provision of the Services.

12. That it is liable to supervise activities of its officers, employees etc (if any) in order to be in compliance with the terms of this Agreement. The Franchisor shall not be liable for any activities performed by the Franchisee outside the scope of this Agreement and/or any damages that may be caused, directly or indirectly, by the Franchisee/its agents/assigns/ employees or any such person to the third parties.

13. That it acknowledges and agrees that in cases where any Regulatory body makes an inquiry, in respect of any subject matter, related to the execution of this Agreement and thereafter, if such required, the Franchisee shall cooperate with the Franchisor and provide any/all requested information instantly.

14. That it shall serve the Franchisor faithfully and diligently and not allow its interests to conflict with its duties under this agreement.

15. That it shall comply with all reasonable and lawful instructions of the Franchisor.

**DURATION:** The duration of this Agreement shall be for a period of 1 years commencing from **01/01/2025** On the expiry of this period of earlier, the Agreement may be extended for such further period and on such terms as the parties may be mutually agreed in writing.

**This Agreement is however terminable as follows:**

- A. by either party, giving the other 90 days' notice in writing;
- B. by the Franchisor unilaterally without assigning any reasons-
  - 1. if the Franchisee is found guilty of misconduct, or
  - 2. Commits a breach of any of the provisions of the Agreement, or
  - 3. Is dissolved, or
  - 4. Any suit or other proceedings are instituted for its dissolution or winding up, or
  - 5. commits any act of bankruptcy,
  - 6. suffers any execution or distress.

**CONSIDERATION:** The Franchisee shall pay to the Franchisor for the White Label Portal Software and Website, an amount of Rs. **3750 /- three thousand, seven hundred fifty** only, payable my means of cash/cheque/or any other electronic mode. You will have to pay Rs. 1392/- ( Including GST ) annually and you will have to do the domain renewal yourself. Additionally, you will be charged a monthly subscriptions of Rs. 199/-for the own payment collection upi qr api and Rs.99 for the whatsapp message api.

**ASSIGNMENT:** This Agreement or the benefit there from shall not be assignable or transferable by the Franchisee in favour of anyone without prior written consent of the Franchisor.

**SECURITY DEPOSIT:** Upon signing of this Agreement, the Franchisee shall pay to the Franchisor for the said White Label Portal Software and Website, an interest free security deposit of \_\_\_\_\_/- (Rupees \_\_\_\_\_) only, refundable after the expiry of this Agreement. The said security deposit will be repayable in favour of the Franchisee by the Franchisor on the expiry or earlier termination of this Agreement for any reason whatsoever.

**JURISDICTION:** This Agreement is executed at West Bengal and it is hereby agreed that Court situated in West Bengal alone will have exclusive jurisdiction over any matter arising under this Agreement to the execution of Courts situated in any part of the country.

IN WITNESS WHEREOF the parties above named have executed these presents in the presence of the Witnesses attesting hereunder on the dates and place mentioned herein below:

Place: Alipurduar

Date: **01/01/2025**

For, **EKENDRA PAN SERVICES**

Name: **Mr. Mahabul Alam**

Title: Proprietor

GSTIN: 19BOTPA5832E1ZT

For, FRANCHISEE / WHITE LABEL

Name: **Mr/Mrs. Your Name**

Title: Authorized Signatory

PAN No: **ABCD1234E** . Aadhaar No: **12345678900**

Mobile No: **1234567890** . Email Id: **demo@gmail.com**