

(Executed on Non-Judicial stamp paper of INR 500/- having e-signed as Vakrangee (Franchisor) being the First holder and Franchisee as being the second holder)

FRANCHISE AGREEMENT FOR NEXTGEN VAKRANGEE KENDRA WITHOUT ATM

This Franchise Agreement (the “Agreement” or “Franchise Agreement”) is executed at _____ on _____ (“Effective Date”) by and between Vakrangee Limited, having its registered office at Vakrangee Corporate House, Plot No. 93, Road No. 16, M.I.D.C, Marol Andheri (East), Mumbai – 400093 (hereinafter referred to as “Vakrangee” or the “Franchisor”, which expression shall unless it be repugnant to the context, be deemed to include Authorised Representative/official and permitted assignee) of the FIRST PART

AND

Shri./Smt./ Kum. _____ aged _____ years, resident of (hereinafter referred to as the “Franchisee”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, executors, Nominee, administrators, and permitted assigns) of the **OTHER PART**

OR

Shri./Smt./Kum. _____ aged _____ years, resident of the sole proprietor of M/s. _____ as Individual or as Karta of _____ HUF (hereinafter referred to as the “Franchisee”, which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, executors, Nominee, administrators, and permitted assigns) of the **OTHER PART**

OR

M/s. _____ a partnership firm registered under the Partnership Act, 1932 and having its office at _____ India (hereinafter referred to as “Franchisee”, which expression shall unless repugnant to the context or meaning thereof include their successors, Nominee and permitted assigns) of the **OTHER PART**

OR

M/s _____ as LLP registered under Limited Liability Partnership, 2008 and having its office at _____ India (hereinafter referred to as “Franchisee”, which expression shall unless repugnant to the context or meaning thereof include their successors/Nominee and permitted assigns) of the **OTHER PART**

OR

M/s _____ a company registered under the Companies Act, 1956/2013 and having its registered and corporate office at _____ India (hereinafter referred to as “Franchisee”, which expression shall unless repugnant to the context or meaning thereof include their successors, Nominee and permitted assigns) of the **OTHER PART**.

Vakrangee and the Franchisee are hereinafter collectively referred to as “Parties” and individually as a “Party”.

WHEREAS

1. Vakrangee is a technology-driven company focusing on creating India’s largest network of last-mile retail outlets. Vakrangee is in the business of providing a variety of services including *but not limited to ATM, Banking and Financial Services, Total Healthcare Services, Insurance, Bill payments and E-Governance, Assisted Online Shopping, Travel & Telecom and Logistics*, through its branded outlets known as “Vakrangee Kendra” that may be operated and owned/ rented by Vakrangee or its Franchisees.
2. Vakrangee has been granted the ‘Certificate of Authorization’ for undertaking the activity of White Label ATM business from the Reserve Bank of India.
3. Franchisee is an individual / entity, with the following details, who wishes to open a NextGen Vakrangee Kendra

Application Number	
VKID	
<i>To be filled in case of outlet under a master franchisee (IOCL / Nayara etc)</i>	
Outlet/RO Code	

Name of the Outlet/RO	
Name of the Master Franchisee (IOCL / Nayara etc)	

4. The Franchisee, out of his own will and based on his independent study, findings, judgement, understanding and conviction, is desirous of getting associated with Vakrangee as a Franchisee to operate a Vakrangee Kendra for earning revenue from buying and selling of goods and commissions from services rendered.
5. Relying upon the representation/ warranty/ assurance and information provided by the Franchisee, Vakrangee has agreed to enter into this Franchise Agreement with the Franchisee, subject to the terms and conditions captured herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereby agreed by and between the parties as under:

1. Definition

Unless the context otherwise provides or requires, the following words and expressions used in this Agreement shall have the meaning as provided to them herein below:

'Affiliate' means, in relation to a Person, any other entity which directly or indirectly Controls, is controlled by or is under direct or indirect common Control with, that Person from time to time;

'Banking' includes Account Opening, Cash withdrawal & Deposits, Fund and money Transfer, IMPS services to Customers on behalf of a bank and Lead generation/ Documentation for Loans, subscription to Social Security Schemes such as Atal Pension Yojana, Pradhan Mantri Jeevan Jyoti Yojana, Suraksha Bima Yojana and Rupay card distribution & activation

'Business Day' means a day (other than Sunday, national holidays and bank holidays in the Territory) on which nationalized banks are generally open in India for the conduct of banking business and comprising of normal working hours;

'BCA' being defined as Business Correspondent Agent

'COD' (Cash on Delivery) means the cash payment made to the Franchisee or Delivery Personnel by the customer upon delivery of the Product/s on behalf of Vakrangee or its clients;

'Confidential Information' shall mean any and all technical and non-technical information, in any form or medium (whether oral, written, electronic or other), which Franchisee may have acquired before or after the date of this Agreement in relation to the clients, customers, business, operations, financial conditions, assets or affairs of Vakrangee resulting from negotiating this Agreement; or exercising its rights or performing its obligations under this Agreement; or which relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement), including but not limited to business plans, business forecasts, research, financial information, procurement requirements, purchasing requirements, manufacturing, customer lists, sales and merchandising efforts, marketing plans, trade secrets, know-how, business operations proprietary information, know-how, processes, equipment, algorithms, software programs, technology architecture, passwords, login credentials, software source documents, and information in any way related to the current, future and proposed business, products and services of Vakrangee. It shall specifically include Customer Information (as defined herein below), seller information and any information which either Party may have or have acquired before or after the date of this Agreement in relation to the Products (as defined herein below), Customer Information, seller information and Services (as defined herein below) and processes of Franchise, any other information designated as confidential by a Party from time to time;

'Courier Booking Service' shall mean booking of courier (Document or non-document) by Franchisee on Vakrangee system as per the given SOP's and instructions and handing over the packet to Vakrangee or its authorized representative for delivery at the destination;

'Customer/ Client Data' shall mean any information relating to the Customer or Client including the contact details, details of the products, volume of business, type and nature of transactions or any other qualitative or quantitative information relating to the Customer or Client;

'Customer' shall mean any Person/party/entity to whom the Franchisee shall provide the Services;

'Customer Information' means (i) all information relating to the Customer(s) (including names, addresses, telephone numbers, customer preferences, mobile numbers, email addresses, credit

card details and such information that is or relates to personally identifiable information), information about the purchase of Products; and (ii) any list, description or other grouping of consumers or customers that is derived using any such information; and all such information shall be deemed to be fully and exclusively owned by Vakrangee;

'CCTV' Closed-circuit television including video cameras also known as video surveillance system for the use of transmitting a signal to a specific place, on a limited set of monitors.

'Delivery' means the delivery of such products to the Customer by the Franchisee or the partners at the location designated by the Vakrangee or its client and taking the receiver's confirmation signatures of receipt of product/s; delivery or its other grammatical variations shall be construed accordingly;

'Delivery Personnel' means the person engaged by Franchisee for the forward delivery and Reverse Pick-up services (as defined herein below) of the Products;

'Designated Territory' means any territory, which is assigned by Vakrangee to the franchisee, on a non-exclusive basis, to be their operational area;

'Deductible Withhold Amount' means an amount of money that is taken away from the money paid to the franchisee before it is given back to them.

'E-Commerce' includes Assisted E-Commerce relating to Mobile/DTH Recharge, Mobile connection, Bus Ticket booking, Domestic/International Flight booking, Hotel Reservation Services, Assisted e-shopping of goods, mobile handsets, bullion and Jewellery, Pharmacy products, Health care services and Wholesale/Bulk Sale of products to retailers (B2B), and other such products added in due course (E - Commerce services will be provided as per availability)

'E-Governance' includes services in relation to Railway Ticket E-Booking with IRCTC, All Type of Bill Payment Services with BBPS, GST, Pan Card related services and Other Government services wherever available

'Financial Services' include Lead generation for Loan Products for NBFCs / Banks – Consumer, Housing, SME Loans, Distribution of Mutual Fund products, Fund and money Transfer, IMPS

services to Customers on behalf of a bank/PPI License Holder, or any other service/s that may get added in future

'Franchisor's Brand' shall mean the brand name and logo of "Vakrangee™" and may from time to time add further brands in the form of work marks and or logos;

'Forward Delivery Services' mean the service of delivering the documents or non- documents to the customers on behalf of Vakrangee or its clients and collect Proof of delivery (POD) and /or Cash on Delivery (COD) amount including collection of money from the customer by digital system using the technology, SOP and systems provided and any further instructions by Vakrangee and perform some other acts or services while delivering as directed by Vakrangee;

'Insurance' services include Life Insurance, General Insurance (Motor / Vehicle / Travel etc.) and Health Insurance

'IOCL' means Indian Oil Corporation Ltd., a Government of India company that has allowed Vakrangee to set-up and operate Vakrangee Kendras at their fuel stations.

'Kendra Services' means any business activities/ services in relation to E-commerce, E-Governance, Banking, ATM, Logistics, Financial and Other services of Vakrangee or its affiliates as per the technical platform/ SOP/ Training and guidelines provided by Vakrangee or its affiliates;

'Logistic services' means Courier Booking Services, Forward Delivery Services, Reverse Logistics Services, Store Pickup Services and any other service relating to pick-up and delivery of documents and non-documents. Logistic services will be provided as per availability.

'Loan' shall mean and include the finance/loan availed by the franchisee from the Banks/ Financial institutions and indemnified as per the provisions of indemnification of clause 14 of this Agreement. In the event any Guarantee/undertaking given, or Repayment of EMI of franchisee made by Vakrangee from the commission, wallet balance of franchisee to Banks/financial institution shall be the forming part of the definition of loan;

'Master franchising' mean the franchisor-franchisee relationship in which the master franchisee essentially becomes a sub franchisor. The master franchisee usually agrees to a

development schedule, which can include owning and operating their own units or appointing a franchisee.

'Packet' means an envelope, box or any other package containing a document or non-document;

'Parcel' means a packet containing product/s or non-document item/s;

'Person' means any individual, firm, LLP, company, trust, governmental authority, joint venture, partnership, association or other entity (whether or not having a separate legal personality);

'POD (Proof of delivery)' means the signature and any other acknowledgement/document etc. obtained from the customer while delivering the packet during 'Forward delivery service', whether on paper or electronically as per instructions and SOP/ guidelines of Vakrangee;

'Product' means any article, substance or goods having a commercial value;

'Representative' shall mean the owners, directors, officers, partners, trustees, employees, agents, affiliates and consultants

'Returns' means handing over the products, that were received for forward delivery and remain undelivered, back to Vakrangee or its Clients of Vakrangee at a location mutually agreed between the Parties; any grammatical variations of returns shall be construed accordingly;

'Reverse Pick-up' means the collection of the Products from the Customer's doorstep and delivering them to Vakrangee or the Clients of Vakrangee at the place agreed between Vakrangee and the Franchisee;

'SOP' means the 'Standard Operating Procedure' for carrying out the services by the Franchisee as provided by Vakrangee and amended from time to time;

'Store Pick-up' means delivery of products to Customers from franchisee's outlet, whether for cash or not, as per guidelines/ instructions of Vakrangee. These products are delivered by VAKRANGEE or its customers at the franchisee outlet or at mutually agreed locations;

'Territory' – means any territory, which is assigned by Vakrangee to the franchisee, on a non-exclusive basis, to be their operational area;

‘Turn Around Time’ shall mean the amount of time taken by the Franchisee to fulfill a request for Delivery, Returns and Reverse pick-ups, beginning from picking up the Product from the pickup location to the delivery of the product to the customer / picking up the Product from the Customer and delivering it to Vakrangee or its designated parties in case of Returns/ Reverse Pick-ups;

‘Vakrangee Kendra’ shall mean such premises, with a specified Vakrangee location ID, from where the Franchisee is authorized to carry on the Services by Vakrangee;

“VKMS” shall mean **Vakrangee Kendra Management System**, an online software portal developed and owned by Vakrangee Limited wherein the franchisee is allowed to use this portal to conclude transactions for various designated goods and services.

‘Vakrangee Kendra Without ATM’ ” Kendra Model’ shall mean a Kendra or outlet that offers all the services having only one counter;

2. Scope of Kendra Services

1. Subject to the terms and conditions of this Agreement, Vakrangee hereby appoints Franchisee to operate a Vakrangee Kendra located at _____, to render the services as per the guidelines, rules, terms and conditions given by Vakrangee.
2. The Franchisee has independently studied and evaluated the viability/ suitability of the Vakrangee Kendra models (e.g., Vakrangee Kendra With/Without/Only ATM) and after completing his own due diligence and taking necessary financial and legal advice from his own advisors, has chosen the **Vakrangee Kendra Without ATM** for operating the Vakrangee Kendra. It is, however, clearly understood, by both the parties, that all the Kendra services may not be available/ feasible at all the locations, models and further the continuation of services in future is dependent on the continued business tie-up/ arrangement of Vakrangee with the business partner. Moreover, Vakrangee has the sole right to add/ delete/ modify/ alter all or any of the services for any Kendra Model or discontinue/ add/ amend/ rename any model, without assigning any reasons whatsoever.
3. It is hereby understood and agreed by the Parties that this franchise agreement does not, in any way, guarantee/assure any specified or fixed business or revenue or expenditure to accrue for any of the services that may be available for the selected model. Vakrangee or its affiliates

or representatives have not made any representations, warranties or commitments relating to any revenues, profits, investment or expenditure pursuant to this agreement.

4. Term of the Agreement

1. This Agreement shall be effective on the date of the execution of this Agreement ("Effective Date"). The Agreement shall be valid, legal and binding from the Effective Date.
2. This Agreement shall be for a period of 5 (five) years (the "Term") commencing from effective date, unless terminated earlier in accordance with Clause 16 of this Agreement.
3. At the end of 5 (five) years the Agreement shall automatically be renewed for another period of 5 (five) years, unless terminated earlier. No fresh documentation shall be required for such renewed term of the Agreement.

5. One Time Cost of software usage and license fee

The Franchisee shall pay a sum of INR 8,474/- (INR Eight Thousand Four Hundred and Seventy-Four Only) which is One Time cost for software usage and License fee to Vakrangee. Applicable GST shall be additionally charged. **No hardware shall be provided by Vakrangee in this model to the franchisee.**

Initial One-time cost Break up is as follows:

Sr No	Cost item	Amount in INR	Type
1	Software usage & License Fee	8474/-	Non - Refundable
4	GST as on above	1525/-	
	Total	9,999/-	

Vakrangee has developed an integration software between Vakrangee and Goods/Service Provider, named as "VKMS" as defined in this agreement.

In the event the Franchisee has opted to exit due to any reason which must be given in writing and in case of termination also the amount of refund for the model will be Nil.

5. Obligations of the Franchisee

5.1 Site preparation of Vakrangee Kendra

1. Vakrangee shall provide a design manual, that shall provide detailed guidelines for the civil and interior/ exterior work to be undertaken by the Franchisee, at its own cost and expense, depending on the Vakrangee Kendra model selected. The Franchisee is required to comply with the same, within the prescribed time, without making any modifications/ alterations whatsoever. The Franchisee fully understands that any delay in Civil and Interior work shall cause delay in delivery and installation of equipment and activation of services.
2. The Nextgen Vakrangee Kendra site shall be approved by Vakrangee Team and should be as per the design, theme, color combination provided in Kendra Design Branding Manual as given by Vakrangee.
3. The entire cost of interior and exterior work including but not limited to civil, electrical, air conditioning, furnishing etc., will be borne solely by the Franchisee.

5.2 Equipment required to operate the Vakrangee Kendra

1. The Services at Vakrangee Kendra require a set of equipment with necessary technology after the completion of Civil and Interior work.
2. The Franchisee shall ensure that the required equipment and software are installed and put to working condition with necessary power and internet connectivity to activate the services and start the Vakrangee Kendra operations.
3. The Franchisee fully understand that the equipment and related software are procured by him from well-known suppliers with reputation of the quality and a good brand image. Vakrangee, therefore, shall not be responsible for any defect, obsolescence, breakdown, repair or maintenance of the equipment/ software.

5.3 Services to be provided at Vakrangee Kendra

1. The Franchisee shall render the services as per the SOPs, Operational SOP, guidelines, presentations, rules, terms, and conditions given by Vakrangee from time to time. Franchisee understands that rendering of Services at the Kendra requires working capital

and Franchisee undertakes to keep sufficient working capital in the Banking and Vakrangee Wallet so that Franchisee can provide services to the Customers in accordance to the directions by Vakrangee based on the understanding/ instructions from Business Partner and failure to keep the minimum working capital may attract penalty that will be charged to the franchisee.

2. Vakrangee shall have the sole discretion to modify/ alter/ amend/ delete/ add etc., any services, in any Kendra model, as it may deem appropriate from time to time. No prior intimation/ approval shall be required to be taken from the Franchisee. Further, the Franchisee understands and agrees to comply with the decision of Vakrangee and assures to provide all the Services (along with the additions/ modifications, if any) as detailed in this Agreement.
3. In case of any amendment/ addition in the Services to be rendered by the Franchisee, Vakrangee shall notify the Franchisee in writing, and the Franchisee shall implement the said Services, within specified time, from the Vakrangee Kendra.
4. The Franchisee further understands and acknowledges that failure to render any service (including any new services added for the model), as mentioned in this Agreement, that are activated and made available to the franchisee, may result into customer dissatisfaction and loss of business to Vakrangee and may also damage the brand of 'Vakrangee'. Therefore, rendering all the Services in an appropriate manner from the Vakrangee Kendra is essential for this Agreement.

5.4 Vakrangee Kendra Operations

1. Franchisee shall be required to use and refer the Vakrangee Kendra Identification ('VKID') given by Vakrangee to the Franchisee, and for any/ all activity/ communication in relation with the Vakrangee Kendra.
2. The Franchisee shall operate the Vakrangee Kendra exclusively for Vakrangee Kendra Services only and is not permitted to market or advertise or deal with any other Services(s).
3. The Franchisee shall maintain the space, branding and layout of the Kendra for conducting the Services, keeping in view the need for providing convenient, access and interface to customers, and for display of mandatory information and documentation to the customers,

as prescribed by Vakrangee. Any change in the Franchisee Kendra can be affected only with a prior written approval of Vakrangee;

4. The Franchisee shall obtain and maintain throughout the Term, at its own cost, all those consents, licenses, and authorizations as are necessary to properly perform its obligations under this Agreement.
5. The Franchisee agrees and understands that Vakrangee has earned substantial reputation and goodwill for last several years, and thus acknowledges the necessity of conforming to high standards of the business and performance of services. Any act of the Franchisee or any person/ entity acting on behalf of or associated with the Franchisee in any manner whatsoever, that may potentially attract disrepute/ damage/ disregard to Vakrangee's reputation/ goodwill/ business/ partnerships, shall be considered as a material breach of this Agreement, and Vakrangee shall be authorized to claim appropriate damages from the Franchisee and initiate all legal actions against such Franchisee including but not limited to the termination of this agreement, as Vakrangee may deem appropriate.
6. The Franchisee shall not do any act that may bring disrepute to Vakrangee in any manner whatsoever. The Franchisee shall not indulge in any unlawful, immoral, improper, or abusive activity. The Franchisee shall not use the Vakrangee Kendra for any illegal/ obscene/ indecent/ threatening/ harassing activity. The Franchisee shall always comply with all applicable laws including but not limited to the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016; The Information Technology Act, 2000 etc. (as maybe amended from time to time).
7. The Franchisee shall be mandatorily required to complete the certification/ training for carrying out some of the services. The Franchisee agrees to complete/ undertake any existing/ new certification/ training required for any of the existing/ new services, within the time prescribed by Vakrangee in writing. All expenses relating to such certification/ training, if any, shall be solely borne by the Franchisee.
8. Franchisee shall ensure that all the processes, rules and guidelines as specified by Vakrangee, including but not limited to the guidelines specified under the Standard Operating Procedure Manual provided by Vakrangee, are followed to their full extent. Vakrangee shall have the sole right/ liberty to modify the said processes, rules, and

guidelines (including but not limited to the Standard Operating Procedure Manual) at any time during the Term, and the Franchisee shall be required to adhere to such modified understanding.

9. The Franchisee shall adhere to the fixed minimum working hours for the Vakrangee Kendra on all possible working days, as mentioned below:

12 by 7 (12 hours a day and 7 days a week)

10. Franchisee shall employ suitable person(s) to provide services on his/her behalf, as may be required for the conduct of various Services. Such employees/ agents shall have no relation whatsoever with Vakrangee, and the Franchisee shall be solely responsible towards Vakrangee for all acts/ omissions done by such employees/ agents of the Franchisee. The rights/ duties/ liabilities under this Agreement are not transferable and the Franchisee shall be solely responsible for any breach of the terms and/or conditions of this Agreement by the Franchisee and/or his employees.
11. Franchisee shall train his employees in the operation of the system in all its aspects, to enable them to perform the services that will meet the high standards/ SOP provided by Vakrangee under the Agreement.
12. Franchisee shall immediately remove any employee, if such person, in the opinion of Vakrangee, found unfit to provide the services in a proper and professional manner. The Franchisee shall ensure that his employee/s follow the Code of Conduct as defined by Vakrangee, at all the given times, while performing the services;
13. The Franchisee shall maintain books of account as directed by Vakrangee and preserve all related documents. These shall be made available to Vakrangee, and any person authorized by Vakrangee at such time and place as may be required by Vakrangee for the purpose of inspection.
14. Franchisee shall ensure that source of cash used for providing various services to the customers is through legitimate, moral, lawful, and legal modes of business. In case of any queries / investigation raised by any regulatory body on the source of cash obtained, Franchisee would be solely responsible for providing evidence / explanation for the same.
15. Franchisee shall be liable for risk of loss, theft, vandalism of cash, while cash is in the custody of the Franchisee.

16. Franchisee shall ensure that no counterfeit note is provided during cash withdrawal from BC points or any other cash transaction at the Kendra and shall indemnify Vakrangee of any event related to such cases and shall not hold Vakrangee for any such damages.
17. The Franchisee shall ensure safety and security of all articles of mails, documents generated/ received as part of the business through the Vakrangee Kendra, while they are in the custody of the Franchisee. On the instruction of Vakrangee, the Franchisee shall timely dispose any article/ document etc. Any loss incurred by Vakrangee due to failure by the Franchisee to comply with this clause, will be made good by the Franchisee.
18. The Franchisee shall ensure that the customers of Vakrangee Kendra are dealt with in a fair, courteous, respectful, and honest manner. The Franchisee shall render prompt service and shall conduct business in such a manner as not to detract from or bring disrepute to Vakrangee.
19. The Franchisee shall promote the business and even arrange for promotion/ marketing/ advertisement of products and services etc. within the earmarked area. However, such canvassing of business must be limited to the area specified by Vakrangee. Further, the material used for promotion of business is required to be pre-approved by Vakrangee in writing.
20. The Franchisee will prominently display any information supplied by Vakrangee from time to time, and display a signboard of prescribed dimensions, color and indications bearing the logo of Vakrangee.
21. The Franchisee shall fully co-operate with Vakrangee in conducting investigation into complaints received. The Franchisee shall provide all relevant information in such cases as well as for any other matter, as may be required by Vakrangee from time to time.
22. The Franchisee shall not participate or start any similar/ competing venture or undertake any activity, independently or through any family member or otherwise, during the validity of this Agreement and for a period of 1 year after termination of this Agreement, which will constitute a conflict of interest with the business of Vakrangee, or which will give the Franchisee the power to influence the economic conduct of such an undertaking.

23. The Franchisee shall be liable for all taxes, present and future, and additional taxes/cesses/duties etc. that may be levied by the Government or local authorities etc. on the business, over and above what is notified to be collected by Vakrangee.
24. The Franchisee undertakes and agrees to pay all dues and outstanding, if any, to Vakrangee during the Term of Agreement or on termination of Agreement, even if there are any disputes pending between the Franchisee and Vakrangee.
25. On termination of this Agreement, the Franchisee shall return to Vakrangee all the 'Intellectual Property Rights', customer information/ details, documents/ materials/ hardware/ software etc., which are the property of Vakrangee. In no event shall the Franchisee be allowed to retain/ withhold custody of the property of Vakrangee after termination/ expiry of the Agreement. It is expressly clarified that all 'Intellectual Property Rights' including but not limited to Copyright, Patent, Trademarks, trade secrets, customer details/ information, partner details etc., shall continue to vest with Vakrangee at all times. The Franchisee shall not have the right to claim any rights over the Intellectual Property by virtue of them executing this Agreement. Further, under no circumstances, shall the Franchisee acquire the right to make copies of the said property of Vakrangee. The Franchisee acknowledges that in the event of breach or threatened breach of this Clause, monetary damages may not be an adequate remedy, therefore, Vakrangee in addition to other rights and remedies shall be entitled to injunctive relief to restrain the Franchisee from any such breach, threatened or actual.
26. The Franchisee shall be solely responsible for any kind of fraud or loss of cash in transit or during money transfer. The Franchisee will have to compensate Vakrangee for any penalty/ charges imposed on Vakrangee for misconduct at Vakrangee Kendra during business hours, as per regulatory bodies.
27. In case of charges regarding stamp duty or registration fees under the provision of law, Franchisee alone shall bear the costs of the same.
28. The Franchisee agrees and confirms that if it ceases to do business, closes operations for a material term or is otherwise unable to offer products or services to the Customers, it will inform Vakrangee promptly.

29. The Franchisee shall register and comply with all the required tax and legal regulations including Income Tax, local regulations, and GST etc. and will be solely liable for all taxes, present and future, and additional taxes/cess/duties etc. that may be levied by the government or local authorities etc. on the business conducted by the Franchisee, over and above what is notified to be collected by Vakrangee. The Franchisee shall file necessary tax returns on a timely basis and furnish copies of all the registration and compliance documents as and when demanded by Vakrangee and Vakrangee will not be held responsible for any input credit not fetched by the franchisee;
30. The Franchisee agrees to undertake to pay all dues and outstanding, if any, to Vakrangee during the term of this Agreement or on termination of Agreement, even if there are any disputes pending between the Franchisee and Vakrangee;
31. The Franchisee agrees to return to Vakrangee, the Franchisor's Brand and all related documents, which are exclusive property of Vakrangee, on termination of the Agreement.
32. The Franchisee agrees to perform all its obligations as per the mutually agreed terms under this Agreement.
33. The Franchisee shall be allowed the COD upto a maximum permissible limit which is the Vakrangee Wallet Account Balance. Also, the franchisee should deposit the COD received from the Customers latest by next working hours of the same day to Vakrangee Wallet Account.
34. The Franchisee is liable to pay the applicable location transfer fees and related expenses as specified in Franchisee Lifecycle Management manual (FLM) which will be updated from time to time at the discretion of the Management to be shared with the franchisee on receipt of Transfer request.
35. Banking services will be provided as per availability.
36. The Franchisee will require to take all the necessary local permissions and should allow all the required due diligence activities made by Vakrangee such as Police Verification, Credit Information Bureau (India) Limited (CIBIL), any Court related cases etc.
37. Franchisee and their employees should adhere to the 'code of conduct' of Vakrangee

38. Franchisee shall undertake to invest in other equipment and devices suggested by the partners and advised by Vakrangee which will help the franchisee in rendering the services effectively.

39. Any modification to this agreement will be a forming part of this document and shall stand include by letter/e-mail exchange as and when required by Vakrangee.

5.6 Adherence towards Environmental, Social and Governance (ESG) Parameters

1 Political Involvement: -

Vakrangee does not make contributions to candidates or political parties in any type of elections, at the state level or at Central level across Pan India and also Prohibits political involvement of any kind on the company's behalf.

Vakrangee is also not involved in lobbying activities. Vakrangee Franchisees and Franchisee's Employees have the right to participate individually in the political process, and to make voluntary contributions of their non-working time and personal resources to support candidates and political parties of their choice.

Vakrangee does not control, direct or influence Franchisee's or Franchisee's employee's political activities or affiliations. Franchisees engaging in personal political activity must do so as private citizens, not during company work hours, and without using company resources for political purposes. Franchisee and their Employees must comply with all applicable laws in this regard.

2 Human Capital Guidelines to be Followed: -

Vakrangee is committed to respecting the human rights of our workforce, communities and those affected by our operations wherever we do business (including our franchisees and their employees) in line with internationally recognized frameworks including the International Labour Organisation (ILO) Conventions, Social Accountability 8000 International Standard and its associated international instruments).

The franchisee should strictly have adherence to the human rights policy by:

1 Compliance with Labour laws: -

Maintaining positive legal compliance with applicable constitutional and regulatory human rights requirements

Ensuring full compliance with applicable wage, work hours, overtime and benefit laws of the respective states

Abiding by all laws and regulations regarding pay practices and the classification of employment according to job level and status

Complying with applicable labour and employment laws wherever the franchisee operates.

2 Harassment Free Workplace: -

Maintaining workplace that is free from discrimination or harassment on the basis of race, sex, colour, national or social origin, ethnicity, religion, age, disability, sexual orientation, gender identification or expression, political opinion or any other status protected by applicable law. The basis for recruitment, hiring, placement, development, training, compensation and advancement should be qualifications, performance, skills and experience.

3 Prohibition of Any form of Child Labour: -

Prohibiting all forms of harmful child labour, forced / trafficked labour including prison labour, indentured labour, bonded labour, military labour, modern forms of slavery and any form of human trafficking

No person below the age of 18 years should be engaged by Franchisee and any of our stakeholders at any point, and in the event of discovery of such a case, liabilities for suitable remediation and ensuring wellbeing of the child would accrue to the defaulting party

4 Healthy and Safe Workplace: -

Providing a healthy workplace and comply with applicable health laws and regulations, as well as internal requirements.

Also provide and maintain a safe, healthy and productive workplace, in consultation with our KDB Team, by addressing and remediating identified risks of accidents, injury and health impacts.

Kendra to follow all the Health safety measures suggested by the Company or Regulatory authorities from time to time.

5 Protecting Personal & Business Information’ means handling all confidential and proprietary information with great care and in compliance with applicable laws. Our confidential information is a valuable asset and every Franchisee and his/her employees must protect it. Confidential information includes all non-public information. It also includes personal information that we obtain in the course of business. We must take care that all confidential information is used for our business purposes only and in case of personal information, in addition, it must be processed on instructions from the company in accordance with laid out policies, procedures and guidelines and as per applicable privacy laws and regulations.

6 Confidentiality, Security and Availability (CIA)’ shall mean to maintain Confidentiality, Security and Availability (CIA) of the data they collect or gather through the Kendra Business operations. Franchisee needs to maintain Confidentiality of data by ensuring that data exchanged is not accessible to unauthorized users. Franchisee should make sure the Integrity of the data by ensuring that a system and its data has not suffered unauthorized modification; And the Availability guarantees that data, systems and applications are available to users when they need them.

7 Alcohol and Drug-Free Workplace:-

The Franchisee must maintain a work environment that is healthy and free from substance abuse. Franchisee or Franchisee’s Employees who are under the influence of alcohol, drugs or any other substances result in low performance not only for themselves but also, they affect the Company’s performance and tarnish the Brand reputation of the company. We thus encourage our Franchisees as well their employees to practice anti-drug and alcohol-free lifestyle. If any franchisee or his/her employee is found to have violated this, then strict action shall be taken in accordance to the Business conduct policy of the Company.

8 Work Opportunities for Underrepresented Groups: -

Franchisee should try and create work opportunities by focusing on employing underrepresented groups such as:

-

8.1 Women –

We believe that gender equality is not only a human right but also a necessary foundation for creating a sustainable organization. Hence, we strive to give additional importance to hiring of women in our franchisee ecosystem. Also, on joining, women employees shall be assigned a mentor from the company side who guides them and provides necessary assistance in succeeding in their roles.

8.2 Individuals with special abilities –

Franchisee should encourage people with special abilities to take up employment at the Kendra. The company shall provide them mentors belonging to the same work profile to help them to perform their tasks more efficiently. We also groom them through various training programs and seminars to become role performers and in turn help the franchisee to successfully run the Kendra.

8.3 Ex-Military Professionals –

Franchisee should encourage hiring of ex-military professionals. We want to make sure that these individuals who have fought for the country have plenty opportunities to work once they leave their military life. We encourage recruitment from the Armed forces recruitment board and the Indian Army Recruitment Board.

12 Sustainable Procurement & Sourcing Guidelines: -

Vakrangee is committed to sustainable growth and in alignment to our Sustainable Sourcing Policy, we have incorporated environmental considerations in procurement decisions related to purchase of products to minimize the environmental impact across the lifecycle of the products and services which we or our franchisees procure.

Vakrangee expect all our franchisees to comply with necessary environmental sustainability standards defined in our policy and adopt best practices to reduce our environment footprint. We are committed to Sustainable procurement, thereby our franchisees should prefer and prioritize

to work with and procure products from those supplier / vendor partners who are focused on the following parameters and have clear goals for the below mentioned parameters:

- Reduce Consumption of Water
- Reduce Consumption of Energy
- Make Efforts to keep the Environment Green
- Encourage diversity of talent
- Encourage Compliances with Human Rights Conventions
- Adhere to all Applicable laws of the land
- Provide clear, accurate, and appropriate reporting to us on all matters of relevance including the above on request.

For the Kendra design and Kendra interior refurbishment, the franchisee should procure all the material and products from the recommended and suggested list of Brands / vendors mentioned as part of the Kendra Design Manual, as these products are approved by the Vakrangee procurement team and they adhere to the Green procurement standards of our company.

The Franchisee shall strive to include the following considerations into procurement decisions for office products as well as consumable supplies for the Kendra:

- Compliance to all relevant international/national/local regulatory compliance standards and requirements
- Minimum/no use of hazardous or toxic substances
- Designed for environment with extended product life, reusability, recyclability and use of recycled content
- Involve or encourage lesser consumption of resources like energy, water, and other natural resources
- Minimum and environmentally compatible / recyclable packaging.
- Certification and eco-labels for products where applicable

13 Bribery & Corruption:

Vakrangee do not tolerate bribery or corruption in any form. This commitment underpins everything that we do. Our franchisees and Franchisee's Employees should not, directly or

indirectly, offer or receive any illegal or improper payments or comparable benefits that are intended or perceived to obtain undue favors for the conduct of our business.

Corrupt actions may include the following situations:

The Franchisee provides, offers, or promises an undue advantage to a domestic or foreign official (such as a member of a judicial or other authority, state employee, expert, translator or interpreter, arbitrator, or a member of the armed forces) for the benefit of such person or any third party, for the commission or omission of an act in relation to his official function that is contrary to his duties or depends on the exercise of his discretionary powers ("bribery").

The Franchisee provides, offers, or promises an undue advantage to a company employee, partner, agent, or other auxiliary of a Vakrangee partner for the benefit of such person or any third party, for the commission or omission of an act in relation to his function that is contrary to his duties, or depends on the exercise of his discretionary powers ("active private bribery").

The Franchisee accepts an undue advantage or promise of such advantage from an existing or potential Vakrangee Employee / business partner for the commission or omission of an act in relation to his function that is contrary to his duties or depends on the exercise of his discretionary powers ("passive private bribery").

14 Gifts & Entertainment:

Accepting gifts and entertainment can cause a conflict, or the appearance of a conflict, between personal interests and professional responsibility.

Gifts and other grants (including discounts) represent, up to a nominal value, customary business practices and are a legitimate means of developing and strengthening business relationships. Nevertheless, this may entail potential conflicts of interest and our reputation can be at risk.

For this reason, acceptance of gifts and other grants is always prohibited if our interests are harmed or if the professional impartiality of the Franchisee or its employee could be placed at risk, whether in actuality or appearance.

Acceptance of socially customary occasional gifts and other grants of low value is generally acceptable if business decisions shall not be influenced.

The above principles also apply in case of giving gifts and other grants or invitations to an existing or potential business partner i.e Franchisee.

5.7 Execution of Necessary Agreements and Forms

1. For the purposes of rendering the banking services, the Franchisee shall adhere to the relevant terms and conditions of the Business Correspondent Agent that is given in **Annexure 1** to this Agreement. However, it may be noted that in the event the Franchisee appoints any other person to render the said banking services in the Vakrangee Kendra, the franchisee should also provide details of the person acting as BCA and obtain his/her signatures in the same Annexure. In case the BCA has been changed by the Franchisee, a new copy of the same Annexure shall be executed with the replaced BCA and franchisee will be liable as well as responsible for all the terms and conditions defined in the same Annexure.
2. For the purposes of rendering the Insurance services, the Franchisee shall adhere to the relevant terms and conditions of the Point of Sale Person (POSP) agent that is given in **Annexure 2** of this Agreement.
3. In case, at any time, Vakrangee requires the Franchisee to execute additional documents/ agreements in relation with the Services to be rendered from the Vakrangee Kendra, the Franchisee assures/ undertakes/ binds itself, to promptly execute such documents/ agreements.
4. In case, at any time if the Business requires or partners require any Bank Guarantee (BG), Deposits or any additional cost which will be borne by the franchisee.

5.8 Applicability of Master Franchisee

1. In case a franchisee is onboarded under the Master Franchisee setup, such as IOCL franchisee, all clauses of the agreement/MOU between Vakrangee Limited and the respective Master Franchisee will be applicable to the franchisee.
2. The commissions received from the partner for the services rendered by the franchisee, will be shared between Vakrangee Limited, Master franchisee and Franchisee. The commission sharing

will be done considering the agreement/MOU signed between Vakrangee Limited and the respective Master Franchisee.

6.Obligations of Vakrangee

1. Vakrangee shall provide necessary training to the Franchisee or its employee/nominee directly or through chosen third party training providers.
2. The training will be mandatory and provided for a period to be determined by Vakrangee and at a location to be fixed by Vakrangee or the third-party training provider. Cost of any such training, including certification cost, cost of travel and stay of the Franchisee or his nominee during training, where necessary, will be borne by the Franchisee.
3. Vakrangee shall provide technology support to the Franchisee in relation to performance of the Services, including installation of software, support to access Vakrangee portals/websites. However, in case of any technical issue due to which the operations are affected or cannot be carried out, Vakrangee shall not be held liable in any manner whatsoever.
4. To assist the Franchisee in conducting the business, Vakrangee shall provide or make available to the Franchisee the following:
5. The Standard Operating Procedure Manual, which will contain the entire set of guidelines on how to operate and manage a Vakrangee Kendra retail outlet.
6. The continual updates, if any, alternatives and/or improvements in or to the Standard Operating Procedure, to enable the Franchisee to keep up to date with any changes in the rules and operations of the Vakrangee Kendra business and its allied partners.
7. Copies of all marketing material suitable for use in the designated geography, if any as deemed necessary.
8. Periodic visits and inspections by designated employee/ auditor of Vakrangee, as shall be deemed appropriate to monitor the standards of operations of the Franchisee.
9. Payment and commission payable to the Franchisee from Vakrangee for each month would be paid as per the commission structure manual which will be separately shared with the franchisee.
10. Any services that Vakrangee may deem necessary as part of its business through the Franchisee.

7. Commercial Understanding

1. The Franchisee alone shall bear all operating expenses at the Vakrangee Kendra. All payments made/ to be made under this Agreement shall be made in Indian Rupees and shall be subject to deduction of taxes as maybe applicable under the relevant laws/ rules/ regulations.
2. All payments/fees/commissions due to the Franchisee from Vakrangee (if any) will be based on the corresponding payment from respective agencies/ suppliers/ service providers and back-to-back deductions will be made due to any reasons attributable on part of the Franchisee.
3. Vakrangee has the right to set off any amount to be recovered from the franchisee from the monthly commissions payable to the franchisee. In case the commission amount is not sufficient for recovery, the pending amount can be set off from amount available in Vakrangee wallet or any other amount payable to the franchisee.
4. Payment and commission payable to the Franchisee from Vakrangee for each month would be paid as per the commission structure manual which will be separately shared with the franchisee.
5. Payment directly credited by any Business Partner to the franchisee Account or to it's Employee Account will be treated as a commission paid by Vakrangee to Franchisee out of the total commission earned during the period. No Salary will be paid either to Franchisee/BCA by Vakrangee.
6. The Franchisee must comply with all applicable rules and regulations of Central and States Good and Service Tax Act, 2017 as Applicable in India. Any liability which arises due to non-compliance of GST by the franchisee, will be solely responsibility of the franchisee and the franchisee is liable to pay to the tax authority at his own without prejudice to the company. GST amount charged by franchisee in tax invoice, should be deposited within the respective due dates and file the GSTR Returns timely. Franchisee here by agrees that company is not liable to pay any amount which is not credited in 2A GST Return register. Franchisee further agrees, in case company has already paid such amount to franchisee but the company is not able to avail the input tax credit then franchisee will be liable to refund the amount paid by the company.

8. Use of Intellectual Property

1. Notwithstanding the rights granted, the Franchisee shall not be entitled or permitted to use the intellectual property or any part, or any other colorable imitation thereof, or trade secrets, customer details/ information, partner details etc., in any activity whatsoever, without prior written consent from Vakrangee.

9. Restrictions on Franchisee Operations

1. Franchisee shall not be permitted to provide any Services within the Kendra premises other than those specified by Vakrangee, which may be modified by Vakrangee at its sole discretion.
2. Franchisee shall not represent himself / herself as an agent or partner of Vakrangee or as being entitled to pledge the credit of Vakrangee or any of its assets/ goodwill etc. and will identify himself / herself as an independent person/ entity in all dealings with third parties.
3. Franchisee shall not charge any amount to the customer (in cash or in kind) over and above the rates specified by Vakrangee.
4. Franchisee shall not remove/ use any equipment of the Vakrangee Kendra at any place outside of the outlet without prior written consent from Vakrangee.
5. Franchisee shall not serve or otherwise sell or deal within Vakrangee Kendra any product/ service other than those specified by Vakrangee. Further the Franchisee shall also not serve or otherwise deal within Vakrangee Kendra any alcoholic liquor or betting activities or any other activity/ material prohibited by law under any circumstances whatsoever.
6. Franchisee/ his employee/ agent etc. shall not use any kind of marketing material other than that provided by Vakrangee. Materials provided by Vakrangee shall be used by the Franchisee solely for the activities related to Vakrangee.

10. Right to Audit Franchisee Books of account

1. Vakrangee and all concerned regulatory bodies shall be entitled to inspect and audit the books of account and all supporting documentation of the Franchisee relating to the Business, at any time, in respect of the whole or any part of the period of this Agreement.

The Franchisee shall be bound to render all assistance and give all information to Vakrangee officials and/ or concerned regulatory body representative.

2. If the audit shows that there are any discrepancies, irregularities or non-compliance with prescribed procedures, due action will be taken by Vakrangee to recover its dues, without prejudice to any other action permissible as per law and the provision of this Agreement including but not limited to termination of the Agreement.

11. Sale/ Transfer of Business

1. The Franchisee shall not be entitled to transfer/ assign/ sell the franchise rights to any party. In case the Franchisee is desirous to transfer/ assign/ sell such rights to any entity, the Franchisee shall make a written request to Vakrangee, and Vakrangee shall have the sole discretion to reject/ accept the said request without assigning any reason whatsoever.
2. The Franchisee shall have no right to change the location of his/her Vakrangee Kendra or change his/her current business from the same location or sell his/her outlet /business except without the prior written consent of Vakrangee.

12. Termination

1. This Agreement may be terminated by either party before the expiry of the Term of this agreement by giving 30 (Thirty) days prior written notice of its intention to terminate the Agreement and further commission and any other amount payable will be withhold till full and final settlement is made to the franchisee.
2. Vakrangee shall be entitled to terminate this Agreement by written notice of 30 (thirty) days to the Franchisee, if the Franchisee does not achieve his/her targets for three consecutive months, applicable from a gestation period of 1 year from the date of Franchisee Agreement.
3. Vakrangee shall be entitled to terminate this Agreement by written notice of 30 (thirty) days to the Franchisee, if the Franchisee commits any breach of any of the provisions of this Agreement or ancillary agreements, and in case of a breach capable of remedy, fails to remedy the same within 15 (Fifteen) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

4. Notwithstanding anything to the contrary contained herein, Vakrangee may terminate this Agreement forthwith without any prior notice, provided:
5. if, by the acts or default of the Franchisee or immoral / unethical conduct / fraudulent act committed by Franchisee or its employees/ agents/ associates/ affiliates etc., the name/ reputation of Vakrangee is threatened or suffers damage; or
6. in the event the Franchisee fails to commence operations in accordance with the terms of this Agreement; or
7. the Franchisee commits breach of any of the provisions of this Agreement;
8. any event that would affect the ability of the Franchisee to perform its obligations under this Agreement; or
9. the Franchisee becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or
10. failure to comply with the directions of Vakrangee issued under this Agreement; and / or the Franchisee is convicted of any criminal charge.
11. Termination in regard to Insurance (POSP) will be taken on immediate effect with the following grounds:
 - 1) Misappropriation (or failure to remit) any funds or property due to the Company from POSP
 - 2) In event of fraud or material breach of any of the conditions or provisions of this Agreement, Vakrangee terminate the POSP Agreement immediately upon written notice.
 - 3) Fails to comply with directions of the UIDAI as well as IRDAI guidelines.
 - 4) Fails to pay any penalty levied on his account.
 - 5) Acts in manner that amounts to diverting fund of Group/Affiliates or associates rather than engaging in the activity of soliciting and servicing insurance business.

13. Consequences of Termination

1. Upon the termination of this Agreement, the Franchisee undertakes to Immediately discontinue and cease to use the trademark, logo and other intellectual property of

Vakrangee and shall immediately hand over any and all copies or documentation of such intellectual property;

2. Franchisee shall immediately cease to conduct the Logistic Services under the Vakrangee's Brand.
3. Any inventory of the undelivered Products with the Franchisee on the date of termination along with any COD collected and not deposited to Vakrangee account shall be returned to Vakrangee forthwith without any kind of deductions or any lien whatsoever;
4. Return any Hardware/software/New Machine/Device for operations held in the capacity as a 'custodian'; Immediately return all Confidential Information in possession of the Franchisee belonging to Vakrangee;
5. Cease to promote, distribute, provide, market or advertise the Services;
6. Pay all amounts as shall have accrued and become payable to Vakrangee as on date of termination, if any;
7. Issue an advertisement in the newspaper mentioning that the Franchisee is no more authorized to operate the Vakrangee Kendra;
8. Not at any time to use or duplicate the Business or the System or any part thereof.

14. Indemnification

The Franchisee shall indemnify and hold harmless Vakrangee or its representatives (collectively "Indemnified Parties") from and against any and all suits, actions, proceedings, claims(including loans from financial institutions as the case may), demands, damages, liabilities, losses, costs, fines or penalties of any kind or nature, including legal fees, suffered or incurred by any of the Indemnified Parties, whether during the Term or at any time thereafter and in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, as a result of or relating to:

1. any breach of any obligation, representation, warranty or covenant of the Franchisee or other act, omission, fault or negligence of the Franchisee or of anyone acting under its direction or control or on its behalf,

2. violation of any applicable laws or permits by the Franchisee or by anyone acting under its direction or control or on its behalf; or any claim by any third party in relation with the Services of the Vakrangee Kendra.
3. Any payment made by the Franchisee to the Indemnified Parties hereunder shall be grossed up to take into account any taxes payable by the Franchisee on such payment or, if required by applicable law, withheld by the Franchisee on such payment.
4. The indemnification rights of Vakrangee under this Agreement are independent of the rights and remedies it may have at law or in equity or otherwise to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. And therefore, if required the Indemnity Bond shall be executed by the franchisee.
5. The obligation to indemnify as set forth in this section shall survive the expiry or earlier termination of this Agreement.

15. Confidentiality

1. The Franchisee may receive Confidential Information (hereinafter defined) of Vakrangee and its affiliates, and/ or various customers, during the course of this Agreement.
2. Confidential Information shall not include information that the Franchisee can demonstrate by written evidence:
 - 1) was rightfully known to the Franchisee without restriction on use or disclosure prior to such information being disclosed or made available to it in connection with this Agreement;
 - 2) was or becomes generally known by the public other than by Franchisee's noncompliance with this Agreement;
 - 3) was or is received by the Franchisee on a non-confidential basis from a third party that, to Franchisee's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
 - 4) was or is independently developed by the Franchisee without reference to or use of any Confidential Information.

3. Franchisee shall:

- 1) keep the Confidential Information confidential and not access or use Confidential Information other than as is necessary to perform its obligations under and in accordance with this Agreement;
- 2) not disclose or permit access to Confidential Information other than to its personnel who: (a) need to know such Confidential Information for purposes of provision of Services under and in accordance with this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the obligations hereunder; and (c) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information; and
- 3) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own confidential information and in no event less than a reasonable degree of care.
- 4) If the Franchisee is compelled by applicable law to disclose any Confidential Information then the Franchisee shall: (i) promptly, and prior to such disclosure notify Vakrangee in writing of such requirement so that Vakrangee can seek a protective order or other remedy; and (ii) use all reasonable efforts to assist Vakrangee in opposing such disclosure or seeking a protective order or other limitations on disclosure. If Vakrangee waives compliance or, after providing the notice, the Franchisee remains required by law to disclose any Confidential Information, the Franchisee shall disclose only that portion of the Confidential Information that, on the advice of the Franchisee's legal counsel, the Franchisee is legally required to disclose and, upon Vakrangee's request, shall use commercially reasonable efforts to obtain a protective order or other reliable assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.
- 5) Upon termination/ expiry of this Agreement, or at any time upon Vakrangee's request, the Franchisee shall return and surrender to Vakrangee all confidential information that came into his possession pursuant to this Agreement and shall not retain any copy thereof in any form whatsoever and shall with Vakrangee's written consent, promptly destroy the confidential information in its possession (and any copies, extracts and

summaries thereof) and will provide Vakrangee with written certification of destruction. The provisions of this clause survive up to 2 (two) years from the date of termination/ expiry of this Agreement.

16. Exclusivity

1. The Franchisee shall operate the Vakrangee Kendra exclusively for Vakrangee's business or services and will not use/ allow to use the Vakrangee Kendra directly or indirectly for any other business or services.
2. During the Term of this Agreement and for a period of 1 (one) year, after the termination of this Agreement, the Franchisee shall not directly or indirectly enter into an arrangement or agreement with any other person, including any customer of Vakrangee, whether past or present, for undertaking similar business or service as contemplated in this agreement. The Parties expressly agree that nothing contained herein shall restrict Vakrangee from entering into an arrangement which is similar to the subject matter of this Agreement with any third party at any time during or after the term of this Agreement.

17. Liability

1. Vakrangee is only the aggregator / distributor of product(s) / service(s) on behalf of its service provider(s). Therefore, Vakrangee shall not be liable / responsible for any defect / deficiency / delay / damage(s) / losses to the customer / consumer of product(s) / Service(s) or any third party.
2. Notwithstanding anything contained in this Agreement, liability of Vakrangee shall be limited (if admissible) in the case of any mistake/ act/ omission/ commission by Vakrangee or its employee(s) / representative(s) / agent(s) / contractor(s) up to the amount of net commission received. Vakrangee shall also not be liable/ responsible in any manner for any third-party claim relating to the services carried out by Franchisee.

18. Compliance with Laws and Jurisdiction

1. Each Party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder. If at any time during the Term of this

Agreement, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

2. The laws of India shall govern the validity, performance and all matters relating to this Agreement and any amendment hereto and all annexures and ancillary agreements/ documents. The courts at Mumbai shall have exclusive jurisdiction.

19. Dispute Resolution

1. The Parties agree to negotiate in good faith to resolve any dispute between them regarding this Agreement and/ or any related document.

2. However, in case the Parties are unable to amicably resolve the dispute, either Party may refer the dispute to final and binding arbitration, upon written notice to that effect to the other party

1. Such arbitration shall be held in Mumbai, India in accordance with the Indian Arbitration and Conciliation Act, 1996 (as may be amended from time to time), with all proceedings of such arbitration in the English language.

2. The arbitration shall be conducted by an arbitral tribunal consisting of 3 arbitrators, with each Party appointing 1 (one) arbitrator and the arbitrator so appointed appointing the third arbitrator who shall be the chairman of the tribunal. Subject to the foregoing, the courts at Mumbai, India shall have exclusive jurisdiction

20. Notices

1. Any notice, direction or other documentation required or remitted to be given here under shall be in writing and may only be given by personal delivery, international courier, electronic mail or facsimile (with confirmation received) shall be addressed to the Parties at the following addresses

or such other address as either of the Parties may from time to time designate by notice in writing to the other

If to the Franchisee:

[Name]

[Address]

[Email]

[Phone]

[For the attention of _____]

If to Vakrangee:

[Vakrangee Limited]

[Vakrangee Corporate House, Plot No. 93, Road No. 16, M.I.D.C, Marol Andheri (East), Mumbai - 400093]

[Email: legalhead@vakrangee.in]

[Phone: 022-67765127]

[For the attention of Head – Legal & Compliance]

2. Any notice, direction or other documentation, if personally delivered or if sent by courier will be deemed to have been given or made on the date on which it is delivered or if sent by electronic mail or facsimile, will be deemed to have been given or made on the next business day following the day on which it was sent.

21. Force Majeure

1. In case of strike, combination or workmen or natural calamity of any kind, fire accidents or circumstances beyond the control of the Franchisee (which shall be ascertained by Vakrangee in its sole discretion), causing stoppage of his/her work, whereby the Business is required to

be suspended, Vakrangee shall have the power during such stoppage to get the work done elsewhere.

2. No obligation will rest on Vakrangee to make any payment to the Franchisee during this period if he/she is not able to partake in the alternate arrangement. The Franchisee shall provide every facility for removal and usage of the materials as may be necessary for providing the services through alternate arrangements

22. Costs

1. Each Party shall bear its own costs incurred in connection with this Agreement. However, the stamp duty and all other charges incurred on account of or payable in respect of this Agreement will be borne solely by the Franchisee

23. Waiver

1. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both the Parties. The failure of either Party to assert any of its rights under this Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of the Agreement in accordance with this Agreement.

2. Any forbearance delay or indulgence by Vakrangee in enforcing any of the terms and conditions of this Agreement shall not prejudice or affect the rights and remedies of Vakrangee hereunder, nor shall any waiver of any breach hereof operate as a waiver of any subsequent breach and no waiver or variation of any of the terms and conditions of this Agreement shall be valid or have any effect unless the same be made in writing and signed by a representative of Vakrangee authorized for the purpose on behalf of Vakrangee.

24. Severability

In the event any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision(s).

25. Amendments

No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties, unless made in writing and duly executed by or on behalf of all the Parties.

26. Successors

This Agreement binds the successors and assigns of the respective Parties with respect to all covenants herein and cannot be changed except by written agreement signed by both Parties.

27. Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any third party any right, remedy or claim under or by reason of this Agreement or any part hereof.

28. Entire Agreement

This Agreement together with all Recitals, Appendices, Exhibits, Schedules, Attachments and Addenda hereto, constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises and reciprocal of promises, understandings, communications, negotiations,

commitments, either oral or written between the Parties respecting the subject matter hereof.

29. No Partnership or Agency relationship

This Agreement is on a principal-to-principal basis. Nothing contained in this Agreement shall constitute or be deemed to constitute an agency, partnership, joint venture or association of persons between the Parties hereto. Parties under this Agreement are independent contractors and shall be bound for their separate and specific responsibilities, rights, liabilities and obligations and shall be independently entitled to their respective benefits and entitlements as provided under this Agreement.

30. Transfer / Nomination / Assignment

Franchisee must not assign, transfer, charge, nominate or otherwise encumber, create any trust over or deal in any manner with this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of Franchise's obligations under it without the prior written consent of Vakrangee. However, notwithstanding anything contained to the contrary, Vakrangee shall have the right to assign any or all of its rights and /or liabilities arising from this Agreement to any other entity on such terms and conditions, as it may deem fit and proper. It is clarified that such an assignment/ novation shall not require any consent from the Franchisee.

31. Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

32. Counterparts

The Agreement shall be executed in two parts and both the Parties shall keep a copy of the same in their respective custody.

IN WITNESS WHEREOF, the Parties have entered into this Agreement

For VAKRANGEE LTD _____

For _____

Authorized Signatory

Name:

Designation:

Signatory / Authorized Signatory

Name:

Designation:

Annexure 1

Business Correspondent Agent (BCA) Arrangement

Scope of the BCA Arrangement

1. Based on the representations/ warranties of the BCA, Vakrangee has decided to act as a Corporate Business Correspondent to the BCA.
2. It shall be incumbent upon the BCA to provide banking services as may be applicable and intimated by Vakrangee.
3. To clear all doubts, it is stated that this BCA Arrangement shall be read as part of this Agreement executed between below mentioned parties.
4. BCA details of which are given below:

Field	Details
Name	
Age	
Address	
PIN Code - Mandatory	

BCA and franchisee take all the responsibility for operations and Vakrangee shall have no responsibility/ liability whatsoever, with respect to such person(s).

Representations and warranties of the parties

The Representations and Warranties made by the Parties under this Franchise Agreement shall be read in conjunction with this BCA Agreement.

Obligations of BCA

1. The BCA shall follow all the rules and guidelines as defined by respective banks, RBI, DFS, IBA, and other applicable regulatory bodies from time to time.

2. The BCA shall ensure that at all times working capital is maintained at such amount as may be communicated in writing from time to time in this regard by Vakrangee. The BCA shall immediately deposit such further amounts to ensure that the working capital is maintained at the additional amount at all time to enable the transactions.
3. Vakrangee may modify any of the terms due to the regulatory environment and market dynamics and the BCA shall be bound by all such modifications.
4. Payment directly credited by any Bank to the franchisee Account or to it's BCA's Account will be treated as a commission paid by Vakrangee to Franchisee out of the total commission earned during the period. No Salary will be paid either to BCA by Vakrangee.
5. In cases where Vakrangee pays the monthly commission, the same will be transferred to the Franchisee account. Franchisee shall be liable to pay the banking commissions to the BCA as per the terms of the bank.
6. All amounts paid by way of commission to BCA shall be subject to all applicable taxes.
7. All payments/fees/commissions due to BCA from Vakrangee will be based on corresponding payment from respective Banks, provided further that back-to-back deductions may be made to the payments/fees/commissions due, for any reasons attributable on part of the BCA. No Salary will be paid either to Franchisee/BCA by Vakrangee.
8. The Biometric Authentication device has to be mandatorily compatible with the Linked Bank FI Software.
9. The BCA agrees to abide by and implement any changes/additions/reductions in Regulatory or Bank hardware requirement(s) such as implementation of card swipe and/or PIN pad device and/or others, within 30 days of being notified of such change.
10. The BCA fee to be paid to Vakrangee shall be nil for the Term of this Agreement.
11. Documents required to be submitted to the bank
 - KYC Documents (PAN Card/Voter ID/Driving License/Passport, etc.)
 - Police Verification Report
 - IIBF Exam passing Certificate
 - Educational Certificate (Min 12th Pass)

12. Franchisee agrees to perform all the targets set by Bank or Vakrangee such as PMJJBY, PMSBY and APY or any other targets set by the Bank. If the franchisee fails, then appropriate action can be taken by the concerned Bank or Vakrangee.
13. BCA Must maintain 5 registers on regular basis such as Visitor register, Complaint register, Transaction register, Account Opening Register & Attendance cum Day begin and Day End register.
14. BCA must visit the link branch at least once in a week or on fortnightly basis and update the Branch Manager about weekly/fortnightly performance.

Restrictions on BCA

1. Notwithstanding the rights granted, the BCA shall not be entitled or permitted to use the Marks or any part, or any other colorable imitation thereof in their own business activities.
2. BCA shall not be permitted to provide any products and services other than those specified by the concerned bank/Vakrangee.
3. BCA shall not hold himself / herself out as being the agent or partner of Vakrangee or as being entitled to pledge the credit of the Vakrangee, and will identify himself / herself as an independent person in all dealings with third parties and on all stationery, signs and other objects bearing the Marks
4. BCA shall not charge any amount to the customer (in cash or in kind) over and above the rates mentioned by the associated Bank. If BCA is found doing so, strict actions will be taken, which may also include financial penalty or termination of the agreement.
5. BCA shall not serve or otherwise sell or deal within Vakrangee Kendra any alcoholic liquor or material prohibited by law under any circumstances whatsoever
6. BCA shall not allow any betting activities that involve money to be carried on in and from Vakrangee Kendra or any part or portion thereof
7. BCA shall not use any kind of marketing material other than that provided by Vakrangee. Materials provided by Vakrangee shall be used by the BCA solely for the activities related to Vakrangee. If BCA is not found doing so, strict actions will be taken, which may also include termination of the agreement.
8. BCA to ensure that transactions done should be as per the rules defined by the respective bank, i.e No Round tripping transactions should be carried out, etc. If BCA is found doing

so, strict actions will be taken, which may also include financial penalty or termination of the agreement.

9. BCA to ensure that all transactions happen on a real time basis and no offline transactions are carried out
10. BCA to ensure that the BCA Settlement A/C be used exclusively for Banking services and no other cash transactions happen from that account.
11. BCA to not issue manual transaction receipts to the customers in any condition, if manual transaction receipt issued by the BCA to the customer(s) it will be considered as Fraudulent transaction(s) and BCA might face legal action.
12. And, if for any reason BCA Kiosk application is down, BCA must not accept the Cash or deliver the cash manually to the customers.

Annexure 2
Point of Sale Person – Insurance Services
Scope of Insurance services offered by POSP

1. Vakrangee has been granted the 'Corporate Agent License' for undertaking the activity of selling insurance and has entered into Insurance distribution business by entering into corporate agency agreements with various Insurance companies.
2. As per the directives given the Insurance Regulatory and Development Authority of India (IRDAI) the Point of Sales Person of the Corporate Agents in order to solicit insurance business needs to clear the POSP examination and get them certified by the corporate agents in order to sell the insurance policies.
3. The person, out of his own will and based on his independent study, findings, judgement, understanding and conviction, is desirous of getting associated with Vakrangee as a Point of Sales Person (POSP) for earning revenue from selling of insurance policies and earn commissions from services rendered.
4. Vakrangee hereby appoints the below Point of Sale Person (POSP) for the Insurance Service, subject to the points as mentioned in this Annexure.

Field	Details
Name	
PAN	
Age	
Address	

5. Given that the authority on the basis of increasing the insurance business has allowed to sell the insurance policies for the Non-life/Health Insurance and life insurance products which are simple and easy to understand and which are largely pre-underwritten based on the information provided by the prospect, the authority hereby allows to sell only certain pre-underwritten products filed with the authority by the Insurer.

6. Given that the products are pre-underwritten and that the insurance policy is automatically generated by the system, the POSP needs to undergo an in-house training of 15 hours each for Non-life/Health and Life insurance products as per the module prescribed by the IRDAI.
7. The Applicant has independently studied and evaluated the viability/ suitability of the POSP models and after completing his own due diligence has chosen to become the Point of sales Person for Vakrangee.
8. It is hereby understood and agreed by the applicant that under POSP agreement the applicant is not engaged with any other insurer or insurance intermediary in any way. It should immediately be informed to Vakrangee at the time of filling up the application for POSP of any association with other insurance company and or intermediary and the applicant has to get no objection certificate from the insurance company or intermediary in case the applicant wishes to become POSP for Vakrangee.
9. Applicant should be of the age of 18 and above to be eligible for providing services through Point of Sales Person (POSP).
10. Applicant should be at the minimum be 10th Pass to be eligible to provide services through Point of Sales Person.

Applicant should be the owner of the company / partnership firm in case of application by a company or a partnership firm

Obligations of the Point of Sales Person (POSP) for Vakrangee

1. Point of Sales Person (POSP) shall ensure that all the processes, rules and guidelines as specified by Vakrangee, including but not limited to the guidelines specified under the Standard Operating Procedure Manual provided by Vakrangee, are followed to their full extent.
2. The Point of Sales Person shall train himself in the operation of the system in all its aspects, by attending training session, mock test, getting himself certified as POSP person to perform the services that will meet the high standards/ SOP provided by Vakrangee under the Agreement;
3. The Point of Sales Person shall ensure safety and security of all articles of mails, documents generated/ received as part of the business through the Vakrangee, while they are in the custody of the Point of Sales Person (POSP). On the instruction of Vakrangee, the Point of Sales Person shall timely dispose any article/ document etc. Any loss incurred by Vakrangee

due to failure by the Point of Sales Person to comply with this clause, will be made good by the Point of Sales Person.

4. In case of charges regarding stamp duty or registration fees under the provision of law, the Point of Sales Person alone shall bear the costs of the same.
5. Vakrangee may modify any of the terms due to the regulatory environment and market dynamics and the POSP shall be bound by all such modifications.
6. Vakrangee states it is mandatory to Franchisee owner/Franchisee authorized employee to procure POSP license as per the IRDA guidelines and eligibility.
7. Franchisee shall ensure that they shall display the copy of POSP Certificate at the outlet.
8. Franchisee shall ensure that the selling of Insurance Product is done through authorized POSP only and not through any of his /her unauthorized employee.
9. Vakrangee shall make the Commission Payment directly to Franchisee Account as per IRDA Guidelines.
10. Franchisee or the authorized POSP shall follow the IRDA rules & guidelines from time to time.

Restrictions on the Point of Sales Person (POSP)

1. POSP shall not be permitted to provide any products and services other than those specified by Vakrangee.
2. POSP shall not charge any amount to the customer (in cash or in kind) over and above the rates mentioned by the associated partners
3. POSP shall not serve or otherwise sell or deal within Vakrangee Kendra any alcoholic liquor or material prohibited by law under any circumstances whatsoever
4. POSP shall not allow any betting activities that involve money to be carried on in and from Vakrangee Kendra or any part or portion thereof
5. POSP shall not use any kind of marketing material other than that provided by Vakrangee. Materials provided by Vakrangee shall be used by the POSP solely for the activities related to Vakrangee. If POSP is not found doing so, strict actions will be taken, which may also include termination of the agreement.