



Sadee World Pvt. Ltd.

Your Company Name :
Address :
City, State, PIN :
Phone Number :
Email Address :

FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made and entered into as of [Date], (the "Effective Date") by and between [Your Company Name], a company incorporated under the laws of [State], India, having its principal place of business at [Address] (hereinafter referred to as the "Franchisor"), and [Distributor's Name], a company incorporated under the laws of [State], India, having its principal place of business at [Address] (hereinafter referred to as the "Franchisee").

WHEREAS, the Franchisor is engaged in the manufacturing and distribution of heat proofing, waterproofing chemicals, and paints (the "Products");

WHEREAS, the Franchisee desires to obtain the right to sell and distribute the Products in a designated territory as a franchisee of the Franchisor; and

WHEREAS, the Franchisor is willing to grant the Franchisee a franchise to sell and distribute the Products subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the

Franchisor and the Franchisee agree as follows:

Grant of Franchise 1.1 The Franchisor grants the Franchisee the non-exclusive right and license to sell and distribute the Products under the Franchisor's trademark and trade name, subject to the terms and conditions of this Agreement.

1.2 The Franchisee acknowledges that the Franchisor retains all ownership rights, including intellectual property rights, in the Products and trademarks. Territory

2.1 The Franchisee's franchise rights are limited to the territory specified in Exhibit A attached hereto (the "Territory").

2.2 The Franchisee shall have the exclusive right to sell and distribute the Products within the Territory, subject to any existing agreements with other franchisees or distribution partners.



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Sadee World Pvt. Ltd.

Obligations of the Franchisor

3.1 The Franchisor shall provide the Franchisee with the initial supply of Products and ongoing supply as required by the Franchisee's reasonable business needs.

3.2 The Franchisor shall provide the Franchisee with marketing materials, training, and ongoing support necessary to promote and sell the Products effectively.

3.3 The Franchisor shall regularly review and update the Products, ensuring that they meet applicable quality standards and industry requirements.

Obligations of the Franchisee

4.1 The Franchisee shall operate its business in a diligent, professional, and lawful manner, adhering to all applicable laws and regulations.

4.2 The Franchisee shall maintain adequate inventory levels of the Products to meet customer demand and shall promptly pay the Franchisor for all Products purchased.

4.3 The Franchisee shall use its best efforts to promote and sell the Products within the Territory and shall comply with the Franchisor's marketing and branding guidelines.

Franchise Fee and Royalties

5.1 In consideration for the grant of the franchise rights, the Franchisee shall pay a one-time franchise fee, as specified in Exhibit B attached hereto, upon signing this Agreement.

5.2 The Franchisee shall also pay the Franchisor a royalty fee of [percentage]% of the net sales generated from the sale of the Products, payable on a monthly basis.

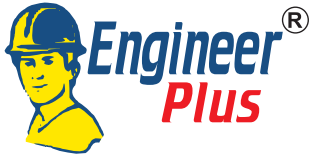
Term and Termination

6.1 This Agreement shall commence on the Effective Date and continue for a period of [Number of years] years (the "Term"), unless terminated earlier as provided herein.

6.2 Either party may terminate this Agreement upon written notice if the other party commits a material breach of any provision of this Agreement and fails to cure such breach within [number of days] days of receiving written notice specifying the breach.

6.3 In the event of termination, the Franchisee shall immediately cease using the Franchisor's trademarks, return any remaining inventory of the Products to the Franchisor, and cease all sales and marketing activities related to the Products.

6.4 Upon termination, the Franchisee shall not be entitled to any refund of the franchise fee or any compensation for loss of business or goodwill.



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Confidentiality

7.1 During the term of this Agreement and thereafter, the Franchisee agrees to keep confidential all proprietary information, trade secrets, and other non-public information disclosed by the Franchisor, including but not limited to marketing strategies, pricing information, and customer data.

7.2 The Franchisee shall use such information solely for the purposes of performing its obligations under this Agreement and shall not disclose or provide access to such information to any third party without the prior written consent of the Franchisor.

Governing Law and Dispute Resolution

8.1 This Agreement shall be governed by and construed in accordance with the laws of India.

8.2 Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the parties. If the dispute cannot be resolved amicably, the parties agree to submit the dispute to arbitration in accordance with the rules of the [Arbitration Institution/Association] in [City, State], India. The decision of the arbitrator(s) shall be final and binding on the parties.

Entire Agreement

9.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or written.

9.2 Any modification or amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the Franchisor and the Franchisee have executed this Franchise Agreement as of the Effective Date.

[Your Company Name]

Franchisor

By: [Authorized Signatory]

Name: [Printed Name]

Title: [Title]

[Franchisee's Name]

Franchisee

By: [Authorized Signatory]

Name: [Printed Name]

Title: [Title]

Witnessed by:

Name:

Address:

Name:

Address:



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