

KEY TERMS

Franchise License

Franchisor is providing to the Franchisee, a limited, non-exclusive, non-transferable and revocable license for the limited purposes of using the Franchisor's trademarks and other know-how in relation to operating and managing a wellness centre forming part of the Franchisor's Business at the Approved Location as per the Agreement.

Right and Obligations of Franchisor

Franchisor shall:-

- 1) Remain the sole owner in right and title to its trademarks, manuals, software, etc.
- 2) Appoint the Doctors and Yogacharyas ("Central Facilitators") in the Center, who shall be on the roll and record of the Franchisor and deputed /paid by the Franchisee.
- 3) Have the right to inspect the facility and/or books of the Franchisee with prior notice and/or conduct an audit of the same.
- 4) Have sole discretion, add to, modify or discontinue at any time any of the Goods and Services that the Franchisee is authorised to sell and offer, or any of the Marks, System and the Manual.
- 5) Provide training to the therapists appointed by the Franchisee.
- 6) Provide a central software module along with manuals, consolidated brand book and standard operating procedures for the wellness center.
- 7) Provide list of and approve the vendors for the procurement of equipment's, goods, medicines, etc.
- 8) Provide a pricing structure to the Franchisee for the Goods and Services under the franchise.
- 9) Promote the overall franchise business and marks of the Patanjali Wellness through mediums like television, radio, print, physical gatherings and online social media. Such advertisements will not be Franchisee specific.

Right and Obligation of Franchisee

Franchisee shall/will:-

1. Ensure that all invoices, agreement and correspondence will identify the Franchisee as 'independently owned and operated franchise of "Patanjali Wellness Limited"
2. Offer and sell only those Goods and Services authorised by the Franchisor and at the pricing which should not be lower than the pricing structure set by the Franchisor.
3. Comply with the manual, standard operating procedures, brand standards and the system provided by the Franchisor.
4. Ensure procuring all Goods and Services from the vendors approved and authorized by the Franchisor.

5. Ensure accreditation from NABH and complies with its policies
6. Operate the Franchised Business from Location approved by the Franchisor and in the prescribed manner and will not relocate without prior approvals from the Franchisor.
7. Appoint an Operation Manager for core operations of the business, subject to Franchisor's consent, who shall be responsible for day-to-day conduct of the Franchised Business.
8. Permit representatives of the Franchisor for inspection of Approved Location, books of accounts and other operations of the Franchisee's center.
9. Use software provided by the Franchisor only for Franchised business, purposes and ensure that all payments, scheduling by Patients, registration and queries of Patients are made on the Software.
10. Provide for necessary security from Parakram Security Private Limited at its own cost and should not engage with any other security company.
11. Purchase and install, maintain the camera system as prescribed by the Franchisor for which the Franchisor should have remote access.
12. Be responsible for local advertisement and digital advertisements in relation to wellness center operated by the Franchisee subject to prior approval from Franchisor for the material used in such advertisements.
13. Keep accurate records and books of account, including records of all Goods and Services provided to the Patients, all prices charged, and all gross revenue received or credited, in a form and detail as prescribed or approved by the Franchisor in the Manual
14. Not manage, or participate directly or indirectly or serve in any capacity in any business engaged in activities similar to or in competition of the Franchisor or the Franchised Business during the Term of this Agreement and for additional two years after expiry of the Agreement.
15. Be responsible to generate revenue and increase footfall of the Patients and prospective patients at the wellness Centre operated by the Franchisee.
16. Provide a staff canteen, if the Franchisor directs, at the Approved Location and the diet chart shall be fixed as per the regional standard and availability.
17. Provide for food, accommodation, mobile handset with SIM card for the Central Facilitators at the wellness center of the Franchisee free of cost or as per allowance in accordance with the agreed terms.
18. Not provide discount above the allowed rate to anyone other than the Central Facilitators along with their families, and persons specified by Franchisor up to the limit agreed mutually by Parties

Fee

1. Franchisee shall pay an initial one time franchisee fee to the Franchisor at the time of signing.
2. Franchisee shall pay Franchisor a royalty fee based on percentage of the revenue generated per month as per signed agreement or as decided by the franchisor from time to time.
3. Franchisor shall pay monthly software subscription fee to the Franchisor.

Term

1. The Term of the Franchise Agreement shall be minimum 5 years from the date of signing.

The Agreement can be renewed by the Parties three months prior to the expiration of the Term of agreement.

Law and Dispute Resolution

Agreement shall be governed by the laws of India and courts of Haridwar (Uttarakhand) should have exclusive jurisdiction. All disputes shall be submitted to arbitration by a sole arbitrator mutually appointed by Parties. Arbitration shall be at New Delhi. The cost of arbitration will be borne by each Party to dispute.