

Franchise Agreement for Immigration Services & Related Services

PRIVATE AND CONFIDENTIAL

This Franchise Agreement (the "Agreement") is made and effective as of **DD MM YYYY**.

BETWEEN **F4 Migration Guru Pvt. Ltd.,** *the Master-Franchise of Immigration Business Alliance Partner Australia, and/or its Nominees* (the "MF")
(CIN Number: U82990PN2023PTC221343), a MF organised and existing under the laws of the Government of India, registered at, Pune, Maharashtra India.

AND **Ms.** _____ (the "Franchisee")
Nationality: Indian
Pan Number: _____
 individual and/or his listed company/companies and/or nominees including but not limited to **India**, registered under Government of India.

WHEREAS, the Master Franchise (MF) has appointed Mr./Ms. _____, an individual and/or her listed company/companies and/or nominees, the rights to represent the MF by providing various services (the "Services"), including but not limited to Immigration, Qualification, English Training Consultancy Services, marketing, sales and consultation, and/or any further related services as advised by the MF for the Location(s) provided to the Franchisee; NOW, THEREFORE, based on these premises and in consideration of the covenants and agreements contained herein, and intending to be legally bound, the Parties agree hereto as follows:

OPERATIVE PROVISIONS

1 Agreement Term

1.1 The term of this Agreement shall continue to exist for **36(Thirty-six) months** (the "Term") and/or until termination, commencing as of **10th MM YYYY**. Each year of the Term, as measured from the date of this Agreement, is a "Contract Year." It is also agreed that the MF gives the Franchisee the first right of refusal to renew these rights as per the terms & conditions of the agreement, for another 3 years, at an agreed fee mutually decided by MF and the Franchisee. It is agreed by both parties that, the confirmation for the renewal of this agreement is mutually done no later than 90 (ninety) days of this agreement. The renewal will be either in the form of an additional Annexure to this agreement or a fresh agreement.

2 Purpose

2.1 This Agreement is solely for the purpose of appointment of Franchisee and compliance of the MF regarding the rights, obligations, and objectives outlined herein, and/or other related services offered by the MF from time to time.

3 Payment to be done by the Franchisee for acquiring and running the Franchise.

3.1 The Franchisee agrees to pay the MF a non-revocable & nonrefundable **\$5400 + GST** as applicable in India for **36(Thirty-six) months** as mentioned in point 1 of this agreement. The MF agrees to accept the abovementioned payments done by the Franchisee to acquire the Franchise rights for **36(Thirty-six) months**.

3.2 Deal Summary

Franchise Deal Summary	
Franchise Location(s)	Pune, Mumbai

Partner with:

Franchise Commission	25% of Client Contract Fees
Office Area (Required)	300 to 500 sq. ft
Agreement Terms	32 Months
Renewal Terms	32 Months

4 Revenue Share - Commission Structure - Service Fees and Commissions Payable

4.1 The MF shall remit to the Franchise a percentage of the gross revenue received by the MF for the services provided by the Franchisee, that are sold on and/or from the commencement of this agreement as stated below:

1. The Franchisee shall receive 25% of Client Contract Fees of the services sold of FBP International (the "Client Contract") that the MF receives from the direct clients.
2. The Franchisee shall receive 25% of Client Contract Fees of the services sold of e-visa Australia (the "Client Contract") that the MF receives from the direct clients.
3. The Franchisee shall receive 25% of Client Contract Fees of the services sold of Aussie English (the "Client Contract") that the MF receives from the direct clients.
4. The Franchisee shall receive US\$450 as Commission from all Qualifications sold and/or 50% of the Sales Revenue that the MF receives from the direct clients.
5. The Franchisee shall receive 5% of the Client Contract Fees of the services sold (the "Client Contract") by the referred Franchises' and/or agents' clients.

4.2 All client payments for the Services offered by and through the Franchisee must only be paid directly to the authorized account(s) nominated by the MF. **Cash payment from clients for the Services offered by the Franchisee is an unacceptable mode of payment without prior written approval from the MF.**

4.3 Disbursement of commission to the Franchisee shall be made on monthly basis. The Franchisee will provide an invoice to the concerned department of the MF by the 3rd day of each calendar month for the MF to make the commission payment in a timely manner. The MF shall pay the Franchisee's commission to its nominated bank account on or before 10th day of each calendar month for the previous month.

5 Services Provided by the MF

5.1 The MF shall provide the following:

- a. Franchise micro website with web forms and payment gateway integration.
- b. Payment Gateway facility in AUD & INR.
- c. Business Email
- d. Training Portal
- e. Technical Training
- f. Access to Corporate brand guidelines.
- g. Training Support
- h. Exclusive Access to Intellectual Property and Credentials
 1. Usage of logos, as per verbiage and terminology, is only permitted with advice and permission of the MF Management. All designs and content should be approved by the MF.
 2. Migration technical strategies and visa pathways orientation presentation and training
 3. Access and first right of refusal to any new products/services launched by the MF.
 4. Access and first right of refusal to all/any projects brought in by the MF.
 5. Access to the promotional and client testimonial videos and positive outcomes.
- i. Supervising the Franchisee for all the sales and marketing related matters of their Clients.
- j. MF will take over all file prep, lodgments, liaison with the authorities, case flows, of all Direct and Indirect Clients.
- k. The MF allows the Franchisee to setup another location in India within 120 days from the commencement date of this agreement or such additional days as may be mutually agreed, within the same deposit amount paid as per clause 3

Partner with:

of this agreement and on the same terms contained herein.

- i. If the Franchisee fails to setup the Franchise in another location either herself and/or through another listed or private company/ companies and/or nominees within the period of 120 days or such additional number of days as may be mutually agreed.

6 Services Provided by the Franchisee

6.1 The Franchisee will provide to the best of its capacities, on behalf of the MF, the following services:

- a. Local Media and Digital Marketing, seminars, generating leads and consulting the prospective client on all and any new services introduced by the MF, getting them to sign up the client, collect and send the basic required documentation as per the checklist to the MF.
- b. Upon signing the client, the Franchisee agrees to send the sales documentation in one email to the MF within 2 days of the client paying their fees.
 1. Payment receipt of the client
 2. Resume/CV of the client
 3. Color Passport Copy of the client
 4. Resume/CV of the client's dependent above 18
 5. Color Passport Copy of the client's dependent above 18
- c. The Franchisee shall not engage with any commercial contractual agreements with the clients separately without the knowledge of the MF. Once the Franchisee's client does the payment to the MF, the MF will sign the contract with the client directly and then MF will proceed with the documentation process directly with client.
- d. All client payments are to be received only in the name of the nominated authorized account online via Debit/ Credit Card. **The Franchisee is not permitted to receive any monetary payment in any form like but not limited to, in cash or in any other company name, from the client(s), without prior written approval of the MF.**
- e. The Franchisee shall conduct all communication and correspondence with the MF at its own cost.
- f. The Franchisee will represent the MF's interests in the Location(s) of the Franchise. The Franchisee will report to the MF on a calendar month basis about the business and marketing plans and revenue projections.
- g. The Franchisee agrees to take over and absorb all existing costs, monthly and/or annual expenses including but not limited to the Franchisee business license/registration renewal and related fees, rent of premises, Internet, telephone expenses, electricity charges, other utility charges and salaries and incentives to existing local staff of the Franchise and any other operational expansions and/or any other offices that are opened by Franchisee.
- h. The Franchisee agrees to start in another location in India within 120 days of the commencement date of the agreement or such additional number of days as may be mutually agreed.

7 Commitments

Beginning as of the date of commencement of this Agreement, the Franchisee agrees as follows:

7.1 Marketing

With respect to advertising of the Services, the Franchisee agrees to consult with the MF and to keep the MF reasonably apprised of its marketing plans and activities. To comply with MF's then-current customary marketing support policies and practices to the extent that they are reasonable and practicable. The MF shall have the right to suggest such plans. The MF shall exercise its approval rights in a timely and reasonable manner when the MF LOGO is used.

The MF allows the Franchisee to use its name in their marketing material and advertisements, but with express written approval from the MF every time, via email or WhatsApp, and before the Franchise publishes or markets its advertisement(s).

The Franchisee agree that marketing and information activities formulates an important part of the business activities. It is of essential importance that the Franchisee executes marketing campaigns and activities, which are supposed to be planned and executed by Franchisee. With due adherence, the Franchisee shall, arrange publicity in the location(s) and carry out sales promotion activities while complying with the publicity strategy and concepts developed by the MF pursuant to its Franchise System, if applicable. The Franchisee agrees and is liable for all plans and budgets related for the publicity and sales promotion activities to be carried out during the term of this agreement.

7.2 Lodgements

Partner with:

The MF will be responsible for the lodgements of all Signed Client applications. Lodgements include but are not limited to:

- a. Skills Assessment;
- b. Expression of Interest ('EOI');
- c. State Sponsorship;
- d. Visa Application; and
- e. Any other relevant lodgment(s) as per current authorities.

7.3 Placement

The Franchisee shall exercise in good faith commercially viable efforts and plans to maximize revenue on the sale of the Services.

8 Reporting

- 8.1 At no cost or expense to the MF, the Franchisee will provide to the MF, electronic access to all the Franchisee's information in relation to the Services. For example, weekly summaries in such form as may be reasonably specified by the MF from time to time, of all performance information as to the Franchisee's sales of the Services including but not limited to daily sales data and other related report from the Location(s).

9 Review

- 9.1 Within 180 (one hundred and eighty) calendar days at the end of each Contract Year, the Parties shall discuss and/or meet in good faith review the terms of this Agreement. Should no agreement be reached between the two Parties with respect to adjusting or amending the terms of this Agreement, then-current terms of this Agreement shall remain in full force and effect.

10 Public Disclosure

- 10.1 Each party agrees that no press release or public announcement relating to the existence or terms of this Agreement (including within the context of a trade press or other interview or advertisement in any media) shall be issued without the express prior written approval of the other party hereto.

11 Confidentiality, Secrecy & Intellectual Property Rights

- 11.1 This Agreement and all other information disclosed by the MF and the Franchisee to each other is confidential and the MF and the Franchisee will ensure that all information remains confidential, except that the MF and the Franchisee may make disclosure to their relevant advisors or as otherwise required by the law.
- 11.2 The Intellectual Property of the MF prior to entering into this Agreement will remain the MF's property and will be kept confidential by the MF and the Franchisee from any disclosure to any other person or corporation in any form whatsoever during this Agreement unless with the prior written consent from the disclosing party. Intellectual Property rights includes, but is not limited to; copyright, trade mark, design, patent, semiconductor or circuit board layout rights, trade, business or MF names, know-how or other form of confidential information or other proprietary rights, or any rights to registration of such rights where such rights are created specifically in performance of the services and irrespective of whether such rights are created in India or elsewhere.
- 11.3 The MF and the Franchisee acknowledge that the Confidential Information is solely and exclusively the property of the disclosing party. Except as authorized or required by this Agreement, the receiving party shall not use or disclose, to any person or persons or company any Confidential Information, which it obtains or learns during the term of this Agreement. The restrictions contained under this clause shall continue to apply after the termination of this Agreement and/or all future agreements but shall cease to apply to information contained in the public domain.
- 11.4 The MF and the Franchisee agree to retain all said information as confidential and not to use said Information on its own behalf or disclose to any third party. The MF and the Franchisee also agree to exercise reasonable security measures to prevent accidental disclosure.
- 11.5 The duties and obligations of the MF and the Franchisee to maintain the confidentiality of the Confidential Information shall last indefinitely, regardless of any other term of this Agreement.
- 11.6 The intellectual property rights (trademarks, signs, models, designs, etc.) and the rights related to the website, for which MF grants the right of revocable and non-exclusive use to Franchisee under this Agreement, remain the property of MF. Franchisee's rights for the IPR granted under this Agreement shall automatically lapse upon termination of the Agreement. Neither during the term of the Agreement nor after its termination, Franchisee will attempt to claim ownership of such rights and/or arrange registration thereof in its own name.

Partner with:

11.7 The Franchisee shall immediately inform MF if it comes to its attention, that MF's intellectual property rights, website and domain name registrations have been infringed by third parties, this applies in case of copying of MF's products and trademark infringements. The Franchisee agrees to maintain in confidence and make no use of, except during Franchisee's performance herein, all data and information relating to MF's Franchise System and the Products and Services related thereto, including data and information provided by MF on execution of this Agreement (also including information on strategy, sales data, purchasing data). Franchisee's obligation herein shall survive in any case termination of Franchisee's rights with respect to any Products and Services herein and the termination of this Agreement whether partially or in its entirety, but shall not apply to the extent that Franchisee is able to demonstrate from its written records that such data or information was already in its possession at the time of disclosure to it, or if such data or information was in the public domain at such time or subsequently became part of the public domain without the fault of Franchisee.

12 No Right to Use Names

12.1 Neither the Franchisee nor Location(s), shall acquire any right to use the names, nor shall use any copyrights, trademarks, characters or designs owned or controlled by the MF or any of its Affiliates, including but not limited to:

Names(s)	F4 Migration Guru, F4-MG, FBP International, FBP, Australian Migration and Settlement Experts, Qualifications Australia, QA, Aussie English, E-Visa, and/or anything related to the same even in Future
Logo(s)	F4 Migration Guru, FBP International, QA, Aussie English, E-Visa

alone or in conjunction with other words or names, in any advertising, publicity or promotion, either express or implied, **without express written approval from the MF every time**, via email or WhatsApp, in each case, and in no case shall any Franchisee or Location advertising, publicity, or promotion, express or imply any endorsement of the same.

13 Documents

13.1 All documents of any kind furnished pursuant or relating to the business opportunities, the MF and its networks and discussions shall remain the property of the MF. The Franchisee shall return all documents and all copies to the MF upon written request. The Franchisee will keep all such documents and copies secure and control access to them, while they are in its possession or control.

14 Non-Circumvention

14.1 During the term of this Agreement, all future agreements and after the expiry of all future agreements notwithstanding the cause or reason for the expiry, Franchisee agrees not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or any other entities introduced by the MF without prior written consent from the MF.

14.2 During the term of this Agreement, all future agreements and after the expiry of all future agreements, notwithstanding the cause or reason for the expiry, Franchisee agrees not to either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit, or attempt to solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause:

- a. Any employee, contractor or consultant of the MF;
- b. Any person or entity whose project was serviced by the MF;
- c. Any person or entity who is or has been a client of that MF prior or during the term of this Agreement;
- d. Any person or entity that the MF has targeted and contacted for the purpose of establishing a client-relationship; and
- e. To terminate or reduce its relationship with the MF.

14.3 In the event that the Franchisee is contacted by any person or entity that has an existing relationship with the MF, the Franchisee will refer the person or entity back to the MF and provide written notice to the MF of the contact.

15 Non-Competition

15.1 For good and valuable consideration the receipt of which is hereby acknowledged, Franchisee agrees not to compete with the business of the MF and its successors directly or indirectly.

15.2 The Franchisee shall not own, manage, operate, consult, or be employed in a business substantially like, or competitive with, the present business of the MF or such other business activity in which the MF may substantially engage during the term of this

Partner with:

Agreement and future agreements. This clause shall be in full force and effect during the period of this Agreement and for 2 (two) years following the termination of this Agreement, notwithstanding the cause or reason for termination.

16 MF's Representations and Warranties

16.1 The MF represents and warrants that:

- a. It is a corporation organised and existing under the laws of Government of India.
- b. The undersigned has the full right, power and authority to sign this Agreement on behalf of the MF.
- c. The execution, delivery and performance of this Agreement does not and will not, violate any provisions of the Contract law or any legislative law by the Government of India, or any contract or other Agreement to which the MF is a party.
- d. There is no broker, finder or intermediary involved in connection with the negotiations and discussions incident to the execution of this Agreement, and no broker, finder, agent or intermediary who might be entitled to a fee, commission or any other payment upon the consummation of the transactions contemplated by this Agreement.
- e. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect, affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

17 Franchisee's Representations and Warranties

17.1 The Franchisee represents and warrants that:

- a. It is an individual having Indian citizenship, with its principal place of business in Pune, Maharashtra.
- b. The undersigned has the full right, power and authority to sign this Agreement to take the rights in India, and on behalf of the Franchisee.
- c. There is no broker, finder or intermediary involved in connection with the negotiations and discussions incident to the execution of this Agreement, and no broker, finder, agent or intermediary who might be entitled to a fee, commission or any other payment upon the consummation of the transactions contemplated by this Agreement.
- d. This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of the Franchisee enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereinafter in effect, affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and
- e. The execution, delivery and performance of this Agreement does not, and will not, violate any provisions of MF and the Franchisee's countries' articles or certificates of incorporation and bylaws, if applicable, or any contract or other Agreement to which MF and the Franchisee is a party.
- f. The Franchisee is liable to immediately notify the MF if / when there is any change of ownership / partnership / share control within its Business to further execute this agreement and will be subject to the MF's agreement on same.
- g. The Franchisee shall not have the right to assign this Agreement, or any of its rights and privileges hereunder to any other person, firm or corporation, or a subsidiary or affiliate, without MF's prior consent, and the Franchisee shall be liable for any obligations accruing hereunder after the effective date of such assignment; provided the assignee shall expressly assume and agree to perform obligations under this Agreement and is reasonably capable of performing them.
- h. This Agreement has been entered into by MF in reliance upon and in consideration of the personal skills and qualifications of the Franchisee and the trust and confidence reposed in the Franchisee or, in the case of a corporate or partnership Franchisee, the principal officers or partners thereof who will actively and substantially participate in the ownership and operation of the Franchisee as contemplated by this Agreement. Therefore, neither MF's interest in this Agreement nor any of its rights or privileges hereunder shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner, without the prior written approval of MF. The MF may impose any reasonable condition(s) to the granting of its consent to such assignment.
- i. The Franchisee shall not in any event have the right to pledge, encumber, charge, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever without the express prior written permission of MF, which permission may be withheld for any reason whatsoever in MF's sole subjective judgment.

18 Force Majeure

18.1 The duties and obligations of the parties hereunder may be suspended upon the occurrence and continuation of any "Event of Force

Partner with:

Majeure" which inhibits or prevents performance hereunder, and for a reasonable start-up period thereafter. An "Event of Force Majeure" shall mean any act, cause, contingency or circumstance beyond the reasonable control of such party (whether or not reasonably foreseeable), including, without limitation, to the extent beyond the reasonable control of such party, any governmental action, nationalization, expropriation, confiscation, seizure, allocation, embargo, prohibition of import or export of goods or products, regulation, order or restriction (whether foreign, federal or state), war (whether or not declared), civil commotion, disobedience or unrest, insurrection, public strike, riot or revolution, lack or shortage of, or inability to obtain, any labour, machinery, materials, fuel, supplies or equipment from normal sources of supply, strike, work stoppage or slowdown, lockout or other labour dispute, fire, flood, earthquake, drought or other natural calamity, weather or damage or destruction to plants and/or equipment, commandeering of vessels or other carriers resulting from acts of God, or any other accident, condition, cause, contingency or circumstances including (without limitation, acts of God). Neither party shall, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any Event of Force Majeure and no such delay, default in, or failure of, performance shall constitute a breach by either party hereunder. As soon as reasonably possible following the occurrence of an Event of Force Majeure, the affected party shall notify the other party, in writing, as to the date and nature of such Event of Force Majeure and the effects of same.

19 Indemnification

19.1 Each party (the "Indemnifying Party") shall indemnify and hold the other party and its Affiliates and their respective employees, officers, Franchisee, attorneys, stockholders and directors, and their respective permitted successors, licensees and assigns (the "Indemnified Party(ies)") harmless from and against (and shall pay as incurred) any and all claims, proceedings, actions, damages, costs, expenses and other liabilities and losses (whether under a theory of strict liability, or otherwise) of whatsoever kind or nature ("Claim(s)") incurred by, or threatened, imposed or filed against, any Indemnified Party (including, without limitation, (a) actual and reasonable costs of defense, which shall include without limitation court costs and reasonable attorney and other reasonable expert and reasonable third party fees; and (b) to the extent permitted by Law, any fines, penalties and forfeitures) in connection with any proceedings against an Indemnified Party caused by any breach (or, with respect to third party claims only, alleged breach) by the Indemnifying Party of any representation, term, warranty or agreement hereunder. Neither party shall settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened Claim in respect of which the Indemnified Party is entitled to indemnification hereunder (whether or not the Indemnified Party is a party thereto), without the prior written consent of the other party hereto; provided, however, that the Indemnifying Party shall be entitled to settle any claim without the written consent of the Indemnified Party so long as such settlement only involves the payment of money by the Indemnifying Party and in no way affects any rights of the Indemnified Party.

20 Remedies

20.1 No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise and no provision hereof shall be construed so as to limit any party's available remedies in the event of a breach by the other Party hereto. The election of any one or more of such remedies by any of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedies.

21 Parties Bound

21.1 This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates, and assigns. The Parties shall take all reasonable steps to ensure that his/her employees, agents, representatives, officers, independent contractors, shareholders, principals and other third parties abide by the provisions of this Agreement.

22 Relationship

22.1 The Parties shall not be liable for any other Party's commitments or liabilities resulting from execution of this Agreement and future agreements.

23 Assignment

23.1 The Franchisee cannot assign its rights and obligations under this Agreement and all future agreements to any other party, without prior written consent from the MF.

24 Conflict of Interest

24.1 The Franchisee warrants that before entering into this Agreement it has disclosed to the MF all past, current and anticipated interests

Partner with:

of the Franchisee, which may conflict with or restrict the Franchisee in performing the services fairly and independently.

25 Term and Termination

25.1 This Agreement shall continue to be in existence until terminated.

25.2 This Agreement can be terminated by the MF with immediate effect on the occurrence of any one of the following events:

- a. Upon the cessation of business of either Party to this Agreement;
- b. The Franchisee commits any breach of any clause of this Agreement; or for any other reason(s) agreed by either party.
- c. Upon Non-Performance, i.e. not generating clients.
- d. The Franchisee has a failure in any payments that are committed as per *this agreement*.
- e. NON-DISCLOSURE of any change of Franchise ownership / partnership within the Franchise Business and without approval of MF

25.3 Once this agreement is terminated, the Franchisee will have no rights over the Franchise and will have no right to represent the MF in any form or manner and will hand over all the MF credentials and marketing activities back to the MF in good faith. The MF will have all right to cease all marketing and promotional materials including but not limited to CRM access, websites, forms, payment gateway facilities, SMM pages etc. Upon return of all the MF property and detail hand over, the MF agrees to fulfill all financial commitments to Franchisee up until date of termination of this Agreement, again upon a complete handover of all their existing signed and prospective clients to the MF.

26 Defamation

26.1 It is agreed to the extent permissible by law, that the Franchisee will not defame, disparage, or make false or deceptive or any allegations against the MF or any sort of communication about the MF, its associations and/or its nominees to anyone, whether to, but not limited to the press, employees, clients, investors or otherwise. In doing so the MF will have all right to pursue legal action against the people who do so and will be fully responsible for all damages to the MF including but not limited to legal fees, court charges, and/or any losses incurred by the MF in doing so.

27 Definitions

27.1 "Affiliate" shall mean an entity in which either party has a controlling interest.

27.2 "MF" means the Master Franchise of India.

27.3 "Laws" shall mean all international, federal, national, state, municipal, or other laws, ordinances, orders, statutes, rules, or regulations.

27.4 "Location" shall mean any Franchise Location(s) which, at any time during the Term of this Agreement is wholly/partly owned and/or operated by the Franchisee, whether such Location is operated under the Franchises' trademarks.

27.5 "Revenue Sharing Period" shall mean the period commencing on 10th May 2024 and running through until the end of this Agreement Term.

27.6 "Signed Client" shall mean those cases where the Client Contract related to migration is signed by both the client and an authorised party of the MF (for example, the Management of the MF) and the client has made full payment of their applicable instalment, and the full amount is received by the MF.

28 Miscellaneous

1. This Agreement, embodies the entire understanding of the parties with respect to the subject matter hereof and may not be altered, amended, or otherwise modified except by an instrument in writing executed by both parties.
2. The headings in this Agreement are for convenience of reference only and shall not have any substantive effect.
3. All rights and remedies granted to the parties hereunder are cumulative and are in addition to any other rights or remedies that the parties may have at law or in equity.
4. Should any non-material provision of this Agreement be held to be void, invalid or inoperative, as a matter of law the remaining provisions hereof shall not be affected and shall continue in effect as though such unenforceable provision(s) have been deleted here-from.
5. Unless otherwise indicated, all monetary amounts referenced herein shall refer to and be paid in the currency specified in the Schedule of Fees of the Client Contract.

Partner with:



6. If the MF will refund any service charges and/or fees to a Signed Client, the Franchise does not have any of the right to retain its share of service charges for its time, consultancy services and/or work performed and carried out.
7. No waiver of any right under or breach of this Agreement shall be effective unless it is in writing and signed by the party to be charged.
8. None of the provisions of this Agreement is intended for the benefit of or shall be enforceable by any third parties.
9. All rights to the Franchise will be passed on once the Franchisee completely pay off the Franchise fees to the MF and the undersigned.
10. This Agreement:
 - is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and
 - supersedes any prior agreement or understanding on anything connected with that subject matter.

29 Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force.

30 Notices

30.1 All notices shall be in writing and either personally delivered or sent by transmittal by electronic means such as email, and able to be received by the party intended to receive the notice, to the parties at the following address:

MF Email Address:

email: legal@f4-mg.com

Franchise Email Address:

email: _____

31 Governing Law

31.1 This agreement is governed by and is to be construed and take effect in accordance with, the laws of India, specifically in the jurisdiction of Pune courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in Pune, Maharashtra. Upon execution of this Agreement by signature below, the Parties and/or its nominees agree to be bound by the terms of this Agreement. A facsimile, electronic, or e-mailed executed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date it is signed by both Parties.

Mr./Ms. _____ (Franchisee)

Authorised Signature

Full Legal Name:

Date:

F4 Migration Guru Pvt. Ltd. (MF)

Authorised Signature

Full Legal Name:

Date:

Partner with:

