

FRANCHISE AGREEMENT

This Franchise Agreement, hereinafter referred to as "Agreement," is entered into and made effective on December 21, 2021 ("**Commencement Date**") by and between the following parties:

Candid Guard Services Private Limited, a company incorporated under the laws of India, having its registered office at E 2/55, Sector 7, New Rajendra Nagar, Raipur CG (hereinafter referred to as the "**Franchisor**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors-in-interest and permitted assigns) of the **ONE PART**

AND

XXX, son of YYY, resident of ZZZ (hereinafter referred to as the "**Franchisee**" which expression shall unless excluded by or repugnant to the subject or context be deemed to include its legal heirs, administrators and permitted assigns) of the **OTHER PART**

Franchisor and Franchisee may be referred to individually as "Party" and collectively as the "Parties."

WHEREAS:

(A) The franchisor is engaged in the business of:

AI-based video surveillance & analytics, Security services, cash van services, manpower outsourcing, facility management, electrical works and maintenance contacts, facility management, software.

(hereinafter referred to as "Business")

and has developed systems and methods for operating and the Business using proprietary service and trademarks (hereinafter referred to as "Proprietary Marks" and defined hereunder) designed to allow Franchisor to run the Business:

(B) Franchisor accepts and allows franchisees to operate businesses according to certain terms and conditions under Franchisor's branded mark of the following: CANDID GS PVT LTD;

WHEREAS, the System includes elements unique to the Franchisor and the Business, including, but not limited to, specifications, techniques, training methods, products, production methods, operating methods, designs, colour schemes, furnishings, marketing materials and business requirements to continually increase the customer trust and goodwill in Franchisor's Business;

WHEREAS, the Franchisee desires to establish and operate a business and wishes to obtain a license to use Franchisor's System and Proprietary Marks in order to run the business under Franchisor's guidelines;

WHEREAS, relying on the representations and warranties and the undertaking of the Franchisee, the Franchisor has agreed to grant the Franchisee the non-exclusive franchise to establish and operate the business on the terms and conditions as set out herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Clause 1 - DEFINITIONS:

a) Proprietary Marks: The Proprietary Marks are the marks owned by Franchisor, including but not limited to, Franchisor's branded mark, CANDID GS PVT LTD, as well as any and all other names, trademarks, service marks, logos, trade dress, or other commercial symbols or copyrighted materials belonging to Franchisor. Proprietary Marks include but are not limited to the following:

Ex DGR company

b) System: The System shall be defined as the conceptualization, specifications, design, marketing, operation, franchising and licensing of the Franchisor Business, including the expenditure of resources into the Business, for the purposes of commercial sale to the public.

c) New Franchisee Business: New Franchisee Business shall be defined as the new business to be owned by the Franchisee, that utilizes Franchisor's System and Proprietary Marks, opened pursuant to this Agreement.

d) Term: The Term of the Agreement shall be defined as the period for which this Agreement will run, discussed more specifically elsewhere in this Agreement.

e) Gross Sales: Gross Sales shall be defined as all revenue derived from the New Franchisee Business, at regular prices before any discounts or other allowance, as well as all income of any and every other kind related to the New Franchisee Business, System, or Proprietary Marks, the fair value of any non-monetary consideration received by Franchisee for any items or sales from the New Franchisee Business, and all proceeds of business interruption insurance policies for the New Franchisee Business. Gross Sales shall not include sales or excise taxes, or other taxes, added to the selling price of any item or service collected from customers and given to state or Federal governments. Any tax rebates received by Franchisee shall be included in Gross Sales, however. Gross Sales also specifically include any charged sales.

f) Territory: Territory shall be defined as the specific geographic location where Franchisee is permitted to operate the New Franchisee Business. The Territory is as follows: **AABBCCDD**.

g) Franchisor Marketing Materials: Franchisor Marketing Materials are all the advertising and promotional materials, including press releases, signs, copy, concepts, brochures or other information used to advertise or market Franchisor's Business and given to franchisees for the purposes of advertising, as well.

h) Operating Procedures: the minimum operating procedures as set out in Annexure 1 as may be amended or updated from time to time, by the Franchisor;

Clause 2 - LIMITED GRANT:

In consideration of the Franchisee paying the Franchisee Fee and complying with the Operating Procedures, the Franchisor hereby grants a franchise to the Franchisee for operating the New Franchisee Business for the Term on the terms and conditions contained herein and the Franchisee hereby accepts such franchise. It is agreed by the Parties that the Franchisee shall not have any right to further sub-franchise the operation of the New Franchisee Business.

Franchisor hereby grants, and Franchisee accepts under the terms and conditions of this Agreement, a limited, non-transferable, non-exclusive license to use the Proprietary Marks and the System to operate the New Franchisee Business in the Territory for the Term.

Clause 3 - CONDITIONS PRECEDENT:

a) The Parties agree that this Agreement shall come into effect from the date on which the conditions as set out below are satisfied by the Franchisee to the satisfaction of the Franchisor ("**Commencement Date**") and shall be in force for the Term unless terminated earlier in accordance with the provisions of this Agreement:

Non-refundable franchisee fee deposit of Rs ___ vide cheque no _____

b) Forthwith upon the completion of all Conditions Precedent, the Franchisee shall notify the Franchisor of the same, and shall furnish all information and documents as may be required by the Franchisor evidencing such completion. In the event the Franchisor is satisfied that the Conditions Precedent have been duly completed, it shall so inform the Franchisee within 7 days of the date of the receipt of the last of the documents/information from the Franchisor.

c) In the event the Conditions Precedent are not fully complied with to the satisfaction of the Franchisor by December 31, 2022 or within such extended period as may be agreed to by the Franchisor in writing, the Franchisor shall be entitled (but not obligated) to forthwith terminate this Agreement without any liability whatsoever.

Clause 4 - RESERVED RIGHTS:

Franchisee hereby acknowledges and agrees that this Agreement shall in no way mean that Franchisor's rights are limited with regard to Franchisor's Business. Franchisor and its affiliates, parents, subsidiaries, or related businesses hereby retain all rights to develop, operate, promote or otherwise exploit the Business, the System, and the Proprietary Marks. Franchisee additionally acknowledges and agrees that Franchisee is not entitled to any exclusivity or other territorial rights, except as specifically delineated in this Agreement.

Clause 5 - FEES:

a) Commitment Fee: The Initial non-refundable Fee of **Rs.** has been paid as follows:

Chq No, NEFT/RTGS vide UTR No _____ dated

b) The Franchisee agrees and acknowledges that the Commitment Fee is a one-time and non-refundable fee and shall not be refunded to the Franchisee under any circumstances, including but not limited to termination of this Agreement.

c) Should Franchisee fail to pay the Initial Fee or any portion of it, Franchisor shall have the absolute right to declare this Agreement null and void and retain any portion of the Initial Fee that Franchisee may have already paid. Franchisor shall then have no additional obligations to Franchisee under this Agreement.

d) Franchise Fees: Franchisee shall pay franchise fees ("Franchise Fees") to the Franchisor as follows:

One-time non-refundable franchisee fees for one year is as under: -

1. Class C City = Rs 50,000/- plus GST
2. Class B City = Rs 75,000/- plus GST
3. Class A City = Rs 1,00,000/- plus GST
4. Entire state = Rs 2.5 lac plus GST
5. 7 Psara states = Rs 7 lacs plus GST

The payments will come in Candid GS Pvt Ltd account and the franchisee share will be credited to their account after deduction of applicable taxes. A google sheet of accounting will be shared with each franchisee for transparency of accounts and transactions.

e) Franchisee shall report its Gross Sales to Franchisor accurately, on a Monthly basis, or any other periodic time period specified by the Franchisor, in any way that Franchisor requires.

f) Royalties: Franchisee shall pay Franchisor a royalty for use of the Proprietary Marks which shall be as follows:

40% of profit share will be retained by the franchisor (Candid GSPL) on business generated by the franchisee and 90% of profit share will be retained by the franchisor in the business generated by the franchisor and managed by a franchisee.

All payments from clients will be credited to Candid GSPL account and then company will pay the franchisees 60% or 10% share, as the case may be after deduction of applicable TDs.

Clause 6 - ADVERTISING:

a) Franchisee hereby agrees to use and prominently display the Franchisor Marketing Materials and Proprietary Marks solely in connection with the New Franchisee Business.

b) Franchisee agrees to the following guidelines for local advertising and marketing purposes in connection with the New Franchisee Business:

Franchisees may follow up the leads given by the franchisor themselves or appoint a sales person for same.

The franchisor may request reports regarding Franchisee's advertising expenditure and activities, at Franchisor's sole and exclusive discretion.

c) Franchisee agrees not to advertise or market the New Franchisee Business in any way which may disparage or detract from the reputation of Franchisor. If Franchisee has not received prior approval for any marketing materials, Franchisee agrees to submit such materials to Franchisor for approval, which Franchisor will approve or deny in a reasonable time period.

Clause 7 - OPENING DATE:

Franchisor and Franchisee agree to estimated opening date of **December 21, 2021** ("Opening Date"). Notwithstanding the foregoing, Franchisee agrees not to commence any operations for the New Franchisee Business until Franchisor has approved the specifications of the business as adhering to the terms and conditions of this Agreement.

Clause 8 - COMPLIANCE WITH OPERATING PROCEDURES:

Franchisor hereby agrees to comply with the following operating standards:

Use of standard code of conduct and SOPs of Franchisor. The uniform of guards and logo of the company will be as per laid down guidelines only. Reports and returns will be strictly in the format of the franchisor and the software for same will be provided by the franchisor.

Franchisee hereby agrees to strictly comply with Franchisor's System, as outlined by Franchisor to Franchisee. Such information will be given in the form of a manual, training provided or other written document. Any failure of Franchisee to comply with the System standards shall be grounds for termination of this Agreement.

Clause 9 - TERM & TERMINATION:

The Term of this Agreement shall begin on the Commencement Date listed at the end of this document and will end on the Expiration Date, as defined below unless this Agreement is terminated sooner as listed in this provision and elsewhere within this Agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

The Expiration Date shall be as follows: 1st anniversary of opening

If for any reason, Franchisee does not open the New Franchisee Business by the Opening Date, Franchisor shall be entitled to the following remedies, at Franchisor's sole and exclusive election:

a) Franchisor shall allow Franchisee additional time to open the New Franchisee Business, leaving the Expiration Date as is; or

b) Franchisor shall require Franchisee to enter into a new Franchise Agreement with a new Opening Date and possible new Expiration Date at the sole and exclusive discretion of Franchisor.

Franchisor shall have the ability to terminate this Agreement for good cause, defined as any material breach of this Agreement. Specifically, Franchisee acknowledges and agrees that the following acts (considered a non-exhaustive list, not including each specific material breach of this Agreement) shall be cause for immediate termination:

a) Abandonment of the New Franchisee Business for a period of ten (10) consecutive days or any shorter period of time if Franchisor has determined that Franchisee does not intend to continue operation of the New Franchisee Business;

b) Franchisee's bankruptcy or insolvency;

c) Any levy made upon the New Franchisee Business;

d) The right to occupy the physical space of the New Franchisee Business is lost or terminated in any way;

e) The franchisee is convicted of a felony or any criminal misconduct related to the operation of the New Franchisee Business;

f) Franchisor discovers a material misrepresentation made by Franchisee in connection with this Agreement;

g) Franchisee engages in any behaviour which would impair the Franchisor's trademark, trade name, or any other commercially-valuable intellectual property;

h) Franchisee behaves in any manner which would reflect poorly on the reputation and goodwill of Franchisor or fails to act in a commercially reasonable manner; or

i) Franchisee fails to pay any fees, costs, charges or other amounts due under this Agreement.

The franchisee must be given written notice of termination in advance of such termination and the notice must state the reasons for termination clearly. The franchisee may also be given an opportunity to cure if the termination is not being undertaken as a result of one of the good cause reasons listed above.

Clause 10 - RIGHTS & OBLIGATIONS ON TERMINATION:

In the event this Agreement naturally expires or is terminated, Franchisee hereby agrees to undertake the following acts:

a) Immediately cease to use the Proprietary Marks and the System for any business and return any manuals, specifications, forms, memoranda, training materials,

advertising materials, instructions, and materials with the Proprietary Marks listed on them to Franchisor; and

b) Remove any signs or advertisements which identify Franchisor or Franchisor's business from the New Franchisee Business and perform any remodeling or redecoration which may be required by Franchisor to distinguish it further from Franchisor's business.

Franchisor shall retain any and all fees and other monies paid pursuant to this Agreement. Franchisor shall also have the ability, at Franchisor's election, to purchase Franchisee's interest in any lease, physical space, furniture, fixtures, equipment or other tangible assets. The purchase price shall be the lesser of the Franchisee's cost or the then fair market value of such tangible property, as assessed by an independent appraiser.

If there are any fees owed to the Franchisor at the expiration or termination of this Agreement, Franchisee shall pay them immediately. If the termination is by reason of the Franchisee's breach or default, such sums shall include any and all damages, costs, and expenses incurred by Franchisor.

Franchisor shall retain all rights and remedies after the termination or expiration of this Agreement. Furthermore, such expiration or termination shall not release Franchisee of any of obligations to Franchisor at the time of the expiration or termination nor terminate those obligations and liabilities of Franchisee which, by their nature, survive the expiration or termination of this Agreement.

Clause 11 -RENEWAL:

If Franchisee should like to renew the Parties' relationship at the end of its Term, Franchisee shall provide a written request for renewal to Franchisor at least the following period prior to the Expiration Date: 30 days. Such written document shall describe that the particular request is for one additional Term as defined in this Agreement.

Franchisee hereby acknowledges and agrees that the terms of any agreement to renewal ("Renewal Agreement") may be substantially different, including any royalty or franchise fees and any other terms at Franchisor's sole and exclusive discretion.

In order to be considered for renewal, Franchisee shall have met each of the following condition(s):

Minimum one running contract must be there and the franchisee must have generated sufficient business and has been approved by the performance monitoring committee.

Despite meeting the above-listed condition(s), Franchisee acknowledges and agrees that Franchisor shall in no way be obligated to issue any Renewal Agreement to Franchisee.

If Franchisor decides, in Franchisor's sole and exclusive discretion, that a Renewal Agreement shall be offered to Franchisee, Franchisee shall execute such agreement in a timely manner.

The Parties acknowledge and agree that this Agreement confers no automatic right or other rights to renewal, continuation, or a subsequent franchise agreement on or after the Expiration Date and that Franchisor shall have no obligation to continue any relationship with Franchisee after the Expiration Date. If Franchisor elects not to renew, written notice must be provided to the Franchisee at least 180 (one hundred and eighty) days in advance.

If Franchisee enters into any new lease or extends any lease for tenancy of the New Franchisee Business extending beyond the Term, Franchisee acknowledges that Franchisee shall be doing so at its own risk.

Clause 12 - FRANCHISOR'S OBLIGATIONS:

a) Prior to the Opening Date, Franchisor shall provide initial training for Franchisee and portions of Franchisee's staff, in Franchisor's sole and exclusive discretion. The franchisor is not obligated to train more than one person, but may allow additional staff if Franchisor sees fit.

b) Prior to the Opening Date, Franchisor shall loan or otherwise provide a copy of an operations manual to Franchisee for the purpose of allowing Franchisee to become familiar with Franchisor's requirements.

c) Prior to the Opening Date, Franchisor shall provide Franchisee with standard criteria for the design and configurations required for the New franchisee Business, including exterior and interior design and layout, fixtures, furnishings, equipment, and signage.

d) Prior to the Opening Date, Franchisor shall inspect the New Franchisee Business to determine that it reasonably conforms to the requirements of Franchisor.

e) Franchisor shall provide certain pre-opening and opening assistance and guidance to Franchisee, as Franchisor deems appropriate in Franchisor's sole and exclusive discretion.

f) Franchisor shall provide Franchisee with advisory assistance from time to time, including with the provision of information, data, manuals, techniques, and possibly materials regarding the New Franchisee Business and its operations.

Clause 13 - RELOCATION OR OUTSIDE SALES:

No part of this Agreement permits Franchisee any rights to relocate the New Franchisee Business, use the System outside the New Franchisee Business, or engage in any services or sell any goods bearing the Proprietary Marks outside the Territory. If Franchisor occasionally agrees to allow Franchisee to engage in business outside the Territory, this shall not be considered a waiver of the foregoing. Franchisor shall have specific requirements applicable to any sales or services outside the Territory.

Clause 14 - PROPRIETARY MARKS:

a) Franchisor's Retained Rights: Franchisee hereby acknowledges and accepts that Franchisor is the owner of all right, title and interest in and to the Proprietary Marks.

As such, Franchisor agrees to indemnify and hold Franchisee harmless against any claims that the Franchisee's use of the Proprietary Marks infringes on the rights of any third party. In such a scenario, Franchisee agrees to immediately notify Franchisor of the claim, as well as cooperate to the maximum extent possible in Franchisor's defence and/or settlement of the claim.

b) Franchisee's Use: In conjunction with other provision in this Agreement, Franchisor hereby grants Franchisee a limited, non-exclusive, revocable license to use, reproduce, publicly display, or distribute the Proprietary Marks for the agreed-upon terms set forth in this Agreement. The Proprietary Marks used for any purpose not directly related to these terms must be with the express written permission of Franchisor and may include the payment of additional fees unless otherwise agreed to in writing.

c) Franchisee agrees to use the Proprietary Marks in substantially the same manner as used by Franchisor as part of the System, specifically as follows:

Franchisees are not allowed to open any bank account of the franchisee and the bank account given by the franchisor will be operated and used for all financial transactions.

Franchisee may also be requested by Franchisor to identify itself as a licensee or franchisee in a certain manner and must do so.

d) Franchisee may not assign, transfer, sublicense, or otherwise allow any other person or business to use any of the Proprietary Marks and may not hold itself out as an agent of Franchisor through the use of the Proprietary Marks.

e) Franchisee will not use, display, or apply for registration with or register with any local, state, or Federal government any names or marks that are similar to any of the Proprietary Marks, in Franchisor's sole and exclusive discretion.

f) Franchisee hereby agrees to comply with all of Franchisor's instructions regarding any required filings for fictitious or business names, as well as execute and maintain any necessary paperwork to run the New Franchisee Business and use the Proprietary Marks.

g) If any litigation ensues or is threatened regarding the Proprietary Marks against Franchisee, Franchisee shall immediately notify Franchisor in writing and cooperate fully in Franchisor's defence or settlement of the claim. Franchisee agrees not to institute any litigation or make any demand or serve any notice of any legal action without first obtaining the written prior consent of Franchisor. The franchisor has the right to bring such action and to join Franchisee.

h) Franchisee agrees that Franchisor and any affiliates are the owners of all right, title, and interest in and to the Proprietary Marks, as well as the goodwill associated with such marks, and that such marks are valid to identify the Franchisor's Business and System, as well as those additional franchisees who operate using the System.

i) The franchisor may, at Franchisor's sole and exclusive discretion, replace, add, delete or otherwise modify the Proprietary Marks. If Franchisor takes any such action,

Franchisee hereby agrees to accept the new Proprietary Marks and bear the cost of confirming the New Franchisee Business for the new Proprietary Marks.

j) Franchisee agrees, now and hereafter, not to attack the ownership, title or rights of Franchisor or Franchisor's affiliates in any of the Proprietary Marks, contest the validity of any of the Proprietary Marks, take any action which could jeopardize or infringe upon the Proprietary Marks or misuse the Proprietary Marks in any way.

k) Franchisee acknowledges and agrees that Franchisee has no ownership interest in any of the Proprietary Marks, the System, or any other intellectual property belonging to Franchisor and/or Franchisor's affiliates, and that any license granted hereunder is non-exclusive and shall be in effect only for the term of this Agreement and Franchisee's relationship with Franchisor. Franchisee further acknowledges and agrees that Franchisee is not owed any intellectual property rights by Franchisor and that this license is revocable at any time.

l) Franchisee may not use any other marks in connection with any of the Proprietary Marks, unless Franchisee has received specific prior written approval from Franchisor.

Clause 15 - NON-COMPETITION:

During the course of this Agreement and for a period of 1 year thereafter, Franchisee agrees to refrain from engaging, directly or indirectly, in any form of commercial competition (including, but not limited to, through business, marketing, investment or financial activities) with Franchisor in the following territory: India. Franchisee agrees not to engage in any form of commercial competition either single-handedly or through employment or contracting with a third-party or organization. Without limitation to the above, Franchisee shall not use any of the business information given by Franchisor to Franchisee directly or indirectly to procure a commercial advantage over Franchisor or otherwise use any designs, ideas or concepts created by or belonging to Franchisor without the express written consent of the Franchisor in the following territory: India.

Clause 16 - QUALITY CONTROL:

The franchisor shall have the unconditional right to inspect the New Franchisee Business to assure quality control. The franchisor may send representatives from time to time, for the purposes of observation, examination, and evaluation with prior notice of 2 business day. The franchisor may, at its sole discretion, send Franchisee an inspection report, and demand that Franchisee immediately complies with any and all deficiencies or unsatisfactory conditions. If Franchisee fails to correct any deficiency within the time period written on the inspection report or communicated by Franchisor, Franchisor shall have the right to implement a required fee for Franchisee or terminate this agreement, as Franchisor may see fit.

Clause 17 - NO WAIVER:

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of Franchisor. Only an additional written agreement can

constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of Franchisor to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

Clause 18 -FORCE MAJEURE:

Neither Party is liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, pandemics and other acts which may be due to unforeseen circumstances.

Clause 19 -INDEMNITY:

The Franchisee hereby agrees to indemnify and hold Franchisor harmless from all damages, costs, attorney's fees, or other losses arising out of or relating to the breach of this Franchise Agreement by the Franchisee. This includes any cutting done by client or delayed payment of statutory dues or interest or penalty arising due to delayed or non-clearance of bills by clients due to laxity of franchisee.

Clause 20 - SEVERABILITY:

If any provision of this Franchise Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Franchise Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Franchise Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

Clause 21 - ENTIRE AGREEMENT:

This Franchise Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

Clause 22 - NO OTHER RIGHTS GRANTED:

Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the proposed relationship between the parties. The Receiving Party shall not receive any intellectual property rights in the Confidential Information other than a limited right to use the Confidential Information for the purposes specified in this Agreement. All intellectual property rights shall continue to vest with the Disclosing Party. The Disclosing Party shall retain all title, interest and rights and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are

now or thereafter may be obtained by Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

Clause 23 - AMENDMENTS:

Any change, alteration, amendment, or modification to this Franchise Agreement must be in writing and signed by authorized representatives of both Parties.

Clause 24 - DISPUTE RESOLUTION:

Any dispute(s) arising out of this Agreement shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

- a) Any dispute under this Agreement shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
- b) The arbitration proceedings shall be held in Raipur in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- c) The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- d) The Parties further agree that subject to the above only the competent courts at Raipur shall have jurisdiction in all matters arising hereunder.
- e) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

Clause 25 - INDEPENDENT PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties. The Franchisee shall be considered an independent contractor for the Franchisor. This Agreement is for the sole and express purpose of that independent contractor relationship for the opening and operation of the New Franchisee Business under the terms and conditions herein.

Clause 26 - EXCLUSIVITY:

Nothing in this Agreement restricts the Disclosing Party or its group companies from discussing similar arrangements and/or any related transaction with any other party, any regulatory body in India and their respective successors.

Clause 27 - ASSIGNMENT:

This Agreement shall not be assignable by any Party without the prior written consent of the other Party.

Clause 28 -ANNOUNCEMENTS:

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

Clause 29 - NOTICES:

Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Franchisor:

E 2/55, Sector 7, New Rajendra Nagar, Raipur CG

Email: md@candidsecurity.co.in

Franchisee:

ZZZ

Email: ABC@DEF.COM

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

Clause 30 -GOVERNING LAW:

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Candid Guard Services Private Limited

By: Major Pravin Singh, Veteran

Managing Director

XXX