

**INVESTOR REGISTRATION FORM***THIS FORM SHALL BE GOVERNED BY THE GENERAL TERMS AND CONDITIONS STIPULATED OVERLEAF*

1.	Complete Name						
2.	In case of Body Corporate (Name of the Director/Partner along with the name of the body corporate)						
3.	Complete address with PIN code						
4.	Identification No.	PAN and/or CIN	TIN				
5.	Contact No.	Mobile No.	Telephone No.				
6.	Email id						
7.	Website						
8.	Academic Qualification						
9.	Age as on date of signing this form						
10.	Current Nature of Business						
11.	Number of Years of Experience						
12.	Profile Interested	Products	Services				
13.	Nature of the arrangement	Franchising	Distribution	Business Association	Investment		
14.	Choice of industry	Hospitality	Apparel	Education	Retail	Salon	Real Estate
		Healthcare	Consulting	Others(Please Specify)			
15.	Do you hold any prior experience in the Industry you selected for hereinabove? (If yes, please elaborate)						
16.	Amount you are intending to invest for Franchising, for a business size up to Rs. 20,00,000/-	Minimum	Maximum				
17.	How do you intend to finance the franchise business	Bank Loan	Your Own Money	Others(Please specify)			
18.	If you are wanting to take a financial loan for the franchising, please confirm if you want us to look for the same? Also specify the amount. (This would be governed by a separate line of documentation and terms and conditions.)						
19.	Please declare your current assets & liabilities.						
20.	Your preferred location for operating the Business.						
21.	How do you intend to run your business you are applying for herein.	Proprietorship	Private Limited Company	Partnership	LLP		
22.	How soon you are intending to start upthe business applied for herein.						
23.	Do you already have a premises to run the franchising business.						
24.	Please provide Two(02) business and personal references.						

By signing on space below, I (the "Investor") hereby solemnly declare and undertake that all information provided above are true and also give my acknowledgement and acceptance to the general terms and conditions that are stipulated overleaf, that would primarily govern my relationship with BookMyFranchise. I also, confirm that I was given full opportunity to read the terms of this arrangement and after contemplating on all aspects and consulting my lawyer(s) I am signing hereunder.

For: UR EPITOME CONSULTANCY SERVICES LLP

Brand:- BookMyFranchise  
Authorized Signatory

Date:

For: Investor/Client

Name:

Date:

## GENERAL TERMS & CONDITIONS

The General Terms & Conditions ("GTCs") as mentioned below shall form part and parcel of the overleaf form filled ("Form") by you and shall collectively be referred hereto as Agreement between UR EPITOME CONSULTANCY SERVICES LLP Brand Name B o o k M y Franchise ,having its having its place of business at: Mohali Punjab referred to as the "Consultant", which term shall unless excluded by or repugnant to the context or meaning thereof, shall include its successors and permitted assigns) AND You the above said registered "Investor" which term shall unless excluded by or repugnant to the context or meaning thereof, shall include your successors and permitted assigns. We shall collectively be referred to as "Parties" and individually as "Party".

Unless terminated earlier, this Agreement shall come into effect on date of signing ("Effective Date") and shall remain valid according to the product elected from the Effective Date, or until the Investor has selected and then finalized the respective business/investment opportunity introduced/shared by the consultant, whichever is earlier ("Term"). The Privileged Investor agrees that the Engagement Fee as provided under Clause (a) of Exhibit A is an upfront fee or any other fee received under this agreement is a non-refundable fee

1. The duration of the agreement, Registration fee and consultancy fee charged is mentioned in Exhibit A Point III depending on the Product Elected and The Consultant shall be providing consulting services to you as described in Exhibit A Point I, the Investor in relation to the business opportunities as desired by you the Investor in the overleaf Form, so as to enable the Investor to identify and select an appropriate business/investment opportunity as a franchisee/distributor/business associate/investor. The Investor shall share all details and information such as its preferential investment sectors, time period and plans for making investment, investment amount, source of funds etc. for the proposed investment with the Consultant, so as to enable the Consultant to identify an appropriate business/investment opportunity for the Investor. The Investor acknowledges that in providing its services hereunder, the Consultant will be solely relying on the information provided by the Investor. The Consultant shall be under no obligation to verify any information provided to it by the Investor and shall not be liable for the accuracy and completeness of information furnished to it by the Investor. The scope of services shall include analyzing the information provided by the Investor, reviewing its database for potential businesses/investment opportunities, as per the profile, interest, risk and investment appetite of the Investor, sharing with the Investor, the qualifications of such potential business/investment opportunities, the returns from such business/investments opportunities, key risks etc., assisting the Investor in short listing and selecting the business/investment opportunities in the said industry as reflected in the above Form, scheduling meetings/calls with all prospective businesses Investor and if required, representing the Investor during such meetings for enabling the Investor to finalize the selected business/investment opportunity. The Investor agrees and acknowledges that upon successful sign up of the agreement between the lead/brand and the Investor, the Consultant shall not be held liable for any claim or demands arising due to the business relationship or dispute between such signed lead/brand and the Investor.
2. The Investor shall promptly inform the Consultant of all the leads converted/ materialized during the term of the agreement as well as post termination of this Agreement, which are/were materialized as result of Consultant's efforts during the Term of the Agreement, and the Investor acknowledges that the Consultant is bound to be paid by the Investor for such leads.
3. The Consultant shall provide the services under this Agreement with promptness and diligence and at a level of proficiency usually expected from a consultant with the background and experience that the Consultant has represented it has. However, the Parties acknowledge that the Consultant cannot and does not warrant the success of the transaction contemplated hereunder and further the Consultant does not guarantee that the actual results of the services rendered, will be similar to any of the projections or forecasts provided by the Consultant under this Agreement.
4. The Investor shall pay upfront non-refundable registration fee to the consultant and in consideration of the consulting services to be rendered by virtue of this Agreement, the Investor shall make payments respectively, as mentioned in Exhibit – A annexed hereto.
5. The Investor shall not offer to hire or hire any person who is currently, or was within a period of six months of such hiring, employed by the Consultant with whom the Investor had contact during the tenure of this Agreement. Further, the Investor covenants that the Agreement shall be exclusive in nature and that during the Term of this Agreement the Investor shall be debarred from hiring third party for similar Services as those being rendered by the Consultant under this Agreement. Nothing contained in this Agreement shall prevent the Consultant from entering into similar agreements with any third party, for providing services similar to the Services envisaged under this Agreement. The Investor hereby agrees that regardless of the fact that business deal or prospects happened on a lead, reference or hiring services from any third party, the investor shall continue to liable to pay professional fee to Consultant on agreed terms on such business deal.
6. The Investor makes the following representations and warranties to the Consultant:
  - (a) it has the power to enter into this Agreement and comply with its obligations under it;
  - (b) it has in full force and effect the authorizations necessary for it to enter into this Agreement and the transactions contemplated under it;
  - (c) The information provided to the Consultant do not contain any untrue statements or misrepresentation or facts or omit to state any material fact that is required to be stated or intimated to the Consultant;
  - (d) It has requisite financial stability and back up to carry out the investment/business opportunity selected by it from the options proposed by the Consultant and such funds have been obtained in compliance with applicable law.
7. The Consultant shall have the right to terminate this Agreement by giving a prior notice of 15 (Fifteen) days', upon happening of the following events:
  - (a) If the Investor is in breach of its payment obligations under this Agreement;
  - (b) If the Consultant finds that the Investor has furnished incorrect information to the Consultant; or
  - (c) If any of the representations and warranties given by the Investor under this Agreement are violated or false;
  - (d) Where the Investor is a Company or a Partnership Firm, if any of the Directors of the Investor's company or if any of the Partners of the Investor's firm, has subsequently turned unsound mind or otherwise incompetent to Agreement. In case the Investor is a proprietorship concern, the same would apply to the proprietor.
8. Upon termination of this Agreement:
  - (a) The Investor shall make payments of all outstanding dues to the Consultant within 07 days from the date of termination;
  - (b) Each Party shall deliver to the other Party all property or confidential information in its possession and exchanged between them pursuant to this Agreement.
  - (c) The Investor shall comply with its payment obligations with respect to the leads that are concluded post termination by virtue of this Agreement.
9. Each Party shall maintain confidentiality of the terms of this Agreement and the information received by virtue of same. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from making any disclosure of Confidential Information required by law.
10. The Investor undertakes and agrees that it shall not circumvent the role of the Consultant at any-time with respect to the transaction contemplated under this Agreement or in relation to the Services being provided by the Consultant, whether by way of side agreement or otherwise. Further, the Investor shall ensure that any person, entity, company connected with it, formally or informally, does not cause or bring about circumvention as above, by proceeding directly at any stage during the Term of this Agreement thereby, bypassing and directly approaching any lead/brand so introduced by Consultant. The Investor acknowledges and agrees that during the Term of this Agreement, if the Investor receives any business offer or proposal from any lead/brand so introduced by the Consultant, directly or indirectly, then it shall provide the details of the same to the Consultant and shall always proceed through the Consultant.
11. The Investor further undertakes and agrees that if any lead/brand so introduced by Consultant is utilized by any of his Relative/close acquaintance, then it shall provide the details of the same to the Consultant and shall always proceed through the Consultant. Wherein the word "Relative" for the purposes of this Agreement shall mean as a person shall be deemed to be a relative of the Investor if (a) they are members of a Hindu, undivided family; or (b) they are husband and wife; or (c) the one is related to the other as the Father, Mother (including step-mother), Son (including step-son), Son's wife, Daughter (including step-daughter), Father's father, Father's mother, Mother's mother, Mother's father, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step-brother), Brother's wife, Sister (including step sister), Sister's husband or otherwise is related to the investor in any manner whatsoever.
12. The Parties agree that upon expiry of the Term or earlier termination thereof, the Investor shall be bound to pay to the Consultant, the Consultancy Fee, pursuant to Section 5 above, if any, within 07 days to the Consultant, arising on account of conversion of the potential business/investment opportunities into a lead, wherein, such opportunity was introduced to the Investor by the Consultant, during the Term of the Agreement.
13. The Investor acknowledges and agrees that the Consultant's observation and recommendations pursuant to this Agreement are purely advisory in nature and shall be restricted for Investor's use only. Thus, the Investor must undertake its own evaluation and due diligence qua the potential business/investment opportunity proposed by the Consultant and seek its own fiscal, legal or financial guidance.
14. This Agreement shall be governed and interpreted in accordance with the laws of India. All disputes arising between the Parties shall be settled as per the provisions of Arbitration and Conciliation Act, 1996, by the sole arbitrator to be appointed by the Consultant. The award of the sole arbitrator shall be final and binding upon the Parties. Arbitration shall be conducted in the English language and the seat of arbitration shall be Mohali (Punjab).
15. Investor shall protect, indemnify and save harmless the Consultant from and against any and all damages, claims, suits, actions, judgments, costs and expenses whatsoever (including reasonable legal fees) which may be suffered or incurred (a) as a result of breach of the obligations by the Investor under this Agreement, (b) as a result of the representations or warranties made by the Investor found to be untrue, false or misleading, (c) as a result of gross negligence or willful misconduct of the Investor, (d) by third party for loss or damage to property or personal injury or death of such third party, resulting from, or incidental to Investor's performance under this Agreement.
16. Neither Party shall be liable to the other for any indirect, incidental, punitive, special or consequential loss, damage, cost or expense including, without limitation, loss of profits, loss of data, and loss of revenues, of any kind whatsoever and however caused, whether arising under contract, tort (including negligence or breach of statutory duty) or otherwise, even if that Party has been advised of its possibility.
17. The Parties agree that pursuant to Clause 17, the Consultant's liability shall be limited and not exceed the amount of engagement fee received by it from the Investor pursuant to Clause 5
18. The failure at any time of either Party to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either Party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions, as permissible by law.
19. The Investor shall have no right to assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Consultant. Provided however, the Consultant shall be entitled to freely assign or transfer its rights or obligations pursuant to this Agreement with prior intimation to the Investor.
20. The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this Agreement, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
21. Neither Party shall be liable for any loss to the other Party caused by the failure to observe the terms and conditions of this Agreement, wherein such failure is occasioned by any cause beyond the other Party's reasonable control such as act of God, lockouts or other industrial disturbances, acts of public enemy, war, blockades, insurrection, riot, fire, flood, epidemic, pandemic, earthquake, landslides, lightning strikes, lock-outs, labor controversy, civil commotion, act of terrorism, any change/repudiation of act, rules, regulations, by-law, policies statute, act, rules, regulations, policies, bye-laws or similar cause. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
22. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of Agreement and revokes and supersedes all previous communications, discussions, negotiations and agreements (whether written or oral) of Parties with respect hereto made prior to the date of this Agreement.
23. No amendment or other variation of this Agreement shall be effective unless it is in writing, is dated, expressly refers to this Agreement, and is signed by a duly authorized representative of each Party.
24. It is agreed between the Parties that the relationship of Consultant with the Investor is that of an independent contractor and that the obligations and responsibilities of the Consultant to the Investor are limited to those specifically set forth herein.
25. Nothing in this Agreement shall be deemed to create any agency, partnership, joint venture unincorporated association, co-operative entity or other joint relationship between the Parties hereto or constitute any Party the agent of the other Party for any purpose or entitle any Party to commit or bind the other Party in any manner or give rise to fiduciary duties by one Party in favour of the other Party.
26. The Consultant shall have the right to sub-contract any part of its scope of work or Services required to be rendered by it under this Agreement to any third party.

IN WITNESS WHERE OF the Parties hereto have set and subscribed their respective hands and seals on the day month and year first written above.  
**For:- BMF**

**FOR:- Investor**

**Schedule of Payment**

- a) **Engagement Fee\***: An upfront non-refundable payment of Rs. \_\_\_\_\_ plus applicable taxes (Total amount \_\_\_\_\_) vide cheque/DD/NEFT/Online/Cash No. \_\_\_\_\_ Dated \_\_\_\_\_ paid by the Investor/You at the time of signing of this Agreement
- b) **Success Fee**: Upon execution of LOI (Letter of Intent) or token cheque between the Investor and the respective business prospect selected and finalized by the Investor a non-refundable success fee shall be payable by the Investor to BookMyFranchise/Consultant which shall either be INR 1,00,000/- or 25% of franchise fees or 5% of the total project cost (whichever is higher) plus applicable taxes. However, in the event the Investor avails real estate services from BookMyFranchise/Consultant and in lieu thereof buys or takes on lease any property through BookMyFranchise/Consultant, then as Success fee the Investor shall make a payment equivalent to one month's rent to BookMyFranchise/Consultant for the leased property and/or pay 2% of the purchase price of the property bought from the services of BookMyFranchise/Consultant, as the case may be.
- c) **Scope-**

Registration Fees	INR 9999 + Taxes
Term Period	1 Year
Success Fee	Minimum INR 1,00,000/- or 25% of Franchise fee Or 5% of Project Cost whichever is higher  Note:- Taxes as applicable

**Payment Terms:**

Investor shall ensure to make payment of Success Fee (as mentioned above), within a period of 07 (Seven) days from the date of receipt of invoice for each respective sign-up. In the event the amounts payable under this Agreement remain outstanding for a period of 07 (Seven) days after the due period, without prejudice, the Consultant shall be entitled to (a) suspend all services under this Agreement and the same shall not amount to a breach of this Agreement by the Consultant; and/or (b) terminate the Agreement (if not expired already); and recover the outstanding amount along with an interest at the rate of 24%.

\_\_\_\_\_  
For: UR EPITOME CONSULTANCY SERVICES LLP

Brand:- BookMyFranchise

Authorized Signatory

Date:

\_\_\_\_\_  
For: Investor/Client

Name:

Date: