

Non Judicial



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Haryana Government



Date : 17/06/2024

Certificate No. E0Q2024F316



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 117700192



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Travel food services pvt ltd

H.No/Floor : 0 Sector/Ward : 0 LandMark : 0

City/Village : Faridabad District : Faridabad State : Haryana

Phone: 98*****16



Buyer / Second Party Detail

Name : Jubilant food works limited

H.No/Floor : 0 Sector/Ward : 0 LandMark : 0

City/Village: Faridabad District : Faridabad State : Haryana

Phone : 98*****16

Purpose : General Agreement

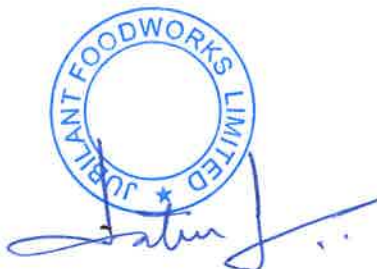
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**DOMINO'S PIZZA INTERNATIONAL FRANCHISING INC.
STORE FRANCHISE AGREEMENT**

This Franchise Agreement (this "**Agreement**") is being entered into between **Jubilant FoodWorks Limited** ("we" "JFL" or "us" in this Agreement), and **M/s. Travel Food Services Private Limited** a company duly incorporated in India having its registered office at Shiv Sagar Estate, First Floor, A- Block, Dr. Annie Besant Road, Worli, Mumbai – 400 018, ("you" or "Franchisee" in this Agreement). If you are a corporation or partnership, or if this Agreement is transferred to a corporation or partnership, the term "Owners" in this Agreement refers to all of the shareholders of such corporation or partners of such partnership. Unless otherwise approved by JFL, the term "Controlling Shareholder or Partner" refers to the person or legal entity designated by us as the controlling shareholder if you are a corporation, or controlling partner if you are a partnership.

1. INTRODUCTION

JFL and certain of its affiliates (collectively referred to as "Dominos"), are in the business of franchising retail outlets specializing in the sale of pizza and featuring carryout and



delivery services. These outlets are known as "Domino's Pizza Stores" and conduct business under a uniform business format, specially designed equipment and specifications for the preparation and sale of pizza and other authorized food products (the "Domino's System"). Dominos uses, promotes and licenses certain valuable trademarks, service marks and commercial symbols in connection with the operation of Domino's Pizza Stores including the mark "Domino's Pizza" (the "Marks"). All of the rights and interest in the Marks are held by Domino's IP Holder LLC ("IP Holder"). JFL has obtained a license, from Domino's Pizza International Franchising Inc. (DPIF) for the right to grant franchises for Domino's Pizza Stores, including the right to license use of the Marks as provided herein in areas i.e. India, Bangladesh, Nepal and Sri Lanka, including the country or jurisdiction in which your Store (as defined below) will operate. A listing of the Marks relevant to the operation of your Store is marked as per Annexure A.

You have applied to JFL for a franchise to operate a Domino's Pizza Store utilizing the Domino's System and the Marks at the location identified in this Agreement. Your application has been approved by JFL in reliance upon all of the representations made in your application including those concerning your financial resources and the manner in which the franchise will be owned and operated. It is understood and agreed that the Pizzazz concept, the Pizzazz type unit (store) and the "PIZZAZZ" mark are not within the scope of this Agreement.

You acknowledge that you have read this Agreement and been given an opportunity to obtain clarification of any provision that you did not understand. You also understand and agree that the terms and conditions contained in this Agreement are necessary to maintain JFL's high standards of quality and service and the uniformity of those standards at all Domino's Pizza Stores and thereby to protect and preserve the goodwill of the Marks.

2. GRANT AND TERM OF FRANCHISE

2.1 Grant. Subject to the terms of this Agreement, JFL grants to you a franchise (the "Franchise") to operate a Domino's Pizza store excluding delivery and outdoor catering rights (the "Store") under the Domino's System and a license to use the Marks in the operation of the Store on the Ground Floor in the building known as "VIRSA COMPLEX"; situated at main gate, green avenue estate, Jalgran Tabba, Una – Nangal, National Highway, Una, Himachal Pradesh - 174303.

2.2 Term of Franchise. The term of this Agreement shall be for a period of 10 years, beginning on the effective date of this Agreement as defined in section 20.12. There shall be a lock-in period of 2 years, during which this Agreement cannot be terminated by Franchisee.

3. RENEWAL OF FRANCHISE

3.1 Option to Renew. The Parties may mutually agree to renew the Franchise for any additional term as agreed between the Parties at the end of the initial term, provided at the time of renewal you are not in default of any material provision of this Agreement or any other agreement with us or our affiliates.

3.2 Manner of Renewal. In connection with a renewal of the Franchise, you must execute our then current form of store franchise agreement and all other agreements



customarily used by us in the grant of franchises. The renewal will be subject to your obtaining all required governmental approvals. You understand that the renewal franchise agreement may provide for higher Royalty fees and greater expenditures for advertising and promotion than are provided for in this Agreement and may contain other terms materially different from the terms of this Agreement. However, there will be no initial franchise or similar fee charged upon a renewal of the Franchise. The renewed franchise agreement is subject to further renewal in accordance with the terms contained therein.

3.3 Notification of Expiration. You will send us notice showing your intention for renewal of the Franchise for our review and execution approximately nine (6) months prior to the expiration of this Agreement. Prior to renewal we will inform what actions, if any, you must take to correct the deficiencies in your operation of the Store and will specify the time period in which these deficiencies must be corrected. Failure to correct the noted deficiencies within the prescribed time period shall result in the termination of this Agreement or any renewal thereof. Renewal of the franchise will be conditional on your continued compliance with all the terms and conditions of this Agreement and all other agreements with us and Dominos and all other creditors and suppliers of the Store up to the date of expiration.

4. **AREA OF PRIMARY RESPONSIBILITY**

4.1 Defined. The following geographic territory will be your Area of Primary Responsibility:

“Store on the Ground Floor in the building known as “**VIRSA COMPLEX**”; situated at main gate, green avenue estate, Jalgran Tabbu, Una – Nangal, National Highway, Una, Himachal Pradesh.”.

5. **ROYALTY FEES, STORE OPENING CONSULTING FEES AND OTHER CHARGES**

5.1 Store Opening /Franchise Fee. Prior to execution of this Agreement, you shall pay to JFL, a store opening / franchise fee (Non-Refundable), of Rs. 9,00,000/- (Rupees Nine Lakhs Only) plus applicable taxes for initial term of 10 (Ten) years.

5.2 Royalty and Marketing Fees. During the term of the Franchise, you agree to pay us a Royalty Fees in rupees which is equivalent to Monthly Royalty on Net Sales at 8% + applicable taxes and Monthly Marketing Debit on Net Sales at 2% + taxes including MRP products Sales of the Store. The payment of Royalty Fees shall be made on a monthly basis by 7th of each calendar month. This fee must be transferred electronically to an account designated by JFL or be paid at the JFL’s Office by means of a Demand Draft, if requested by JFL. Any and all governmental and/or administrative approvals which may be required to permit the payment of the foregoing fees to JFL outside of the country in which the Store is located shall be obtained by Franchisee at its sole expense.

5.3 Definition of Sales. The term “Sales” means the total receipts from all sales at or from the Store, excluding discounts and equivalent taxes and coupons and similar



discounts or beverage container deposits. Premium items or similar items must be included in computing Sales unless these items have been sold at or below cost by the Store.

5.4 Payment of Material Supplied by JFL. During the term of the Franchise, you agree to pay for the supply of material made by JFL to you on fortnightly basis. All the invoices raised on you from 1st to 15th of every month shall be paid latest by 21st of the same month and the invoices raised on you from 16th to the end day of the month shall be paid by you latest by 7th of next month. This payment must be transferred electronically to an account designated by JFL or be paid at the JFL's Office by means of a Demand Draft, if requested by JFL. For the purpose of securing payment of supplies, you agree to deposit an initial interest free refundable security deposit of Rs. 10,00,000/- (Rupees Ten Lakhs). In case of default in payment by you for a period of 7 days of the last date of payment set above, JFL shall have a right to adjust the dues from the security deposit. In such case you shall replenish the total amount which had been deducted by JFL from the security deposit within 15 days from receipt of intimation from JFL. The aforesaid right shall be in addition to the right of JFL to withhold the supply of material to you. JFL at its sole discretion shall resume supply of material to you upon receipt of outstanding payment/s (in full) set above and account being back to available credit limits, which will not be more than the amount of above mentioned interest free refundable security deposit. Any and all governmental and/or administrative approvals which may be required to permit the payment of the foregoing fees to JFL shall be obtained by the Franchisee at its sole expense. The said interest free refundable security deposit shall be refunded by JFL to Franchisee within a period of 30 (thirty) days from the expiry or termination or early determination of this Agreement subject to the deduction of any amount (s) due and payable by the Franchisee to JFL under the terms of the Agreement.

5.5 Freight/Logistics charges: During the term of the Franchise, you shall pay all freight and logistics charges to JFL on actuals on per delivery basis as supplies of required/necessary materials will be made available to you by JFL from its commissaries or designated supply centers.

All payment/s as set above pursuant to this Agreement, payable by the Franchisee to JFL, shall remain specific to this Agreement only and shall not be linked/collaborated or shall not be taken into consideration for any other Agreement/s or dealing (whether in past, present or future) between the parties herein.

5.6 Interest on Late Payments. All payments/charges/fees towards Royalty Fees, materials supplied, Freight/Logistics charges etc., owed by you to JFL pursuant to this Agreement will bear an interest @18% per annum after the due date calculated from the date on which payment was due, or if that date is not a business day, from the next business day. The interest shall be paid along with the next payment/Fees to be made by you. Entitlement to such interest shall be in addition to any other remedies JFL may have.

5.7 Application of Payments. When we receive a payment from you, we have the right in our sole discretion to apply it as we deemed fit to any past due indebtedness of yours due to us or Dominos, whether for Royalty fees, advertising contributions, purchases, interest, or for any other reason, regardless of how you may designate a particular payment to be applied.



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5.8 Payment of Taxes. Franchisee shall be responsible for payment of all direct and indirect taxes including but not limited to the GST, to the tax authorities, as required by law. Further, the GST as applicable on the Goods and Services provided by JFL including Royalty fees shall be paid to JFL on the basis of the invoice raised by JFL. If the Franchise fails to pay these taxes, it will indemnify JFL for the full amount of such taxes, including any losses occasioned by Franchise's failure to pay another taxes imposed by any authority including but not limited to amounts payable by the Franchise, and for any liability (including penalties, interest, and expenses) arising from or concerning the payment of such taxes, whether such taxes were correctly or legally asserted or not. However, Franchisee shall deduct the necessary and applicable withholding taxes from the amount payable by it to JFL. Franchisee shall issue the required certification as and when necessary as per applicable law to JFL. Franchisee shall comply with all the requirements of GST law, so that necessary benefit is passed on to JFL. In case any loss to JFL due to any non-compliance by the Franchisee including but not limited to failure to upload correct returns/details on the GSTN portal, failure to pay GST to the government, non- furnishing of correct and complete documents/details including Tax Invoice, the Franchisee shall reimburse JFL for the loss of tax, interest and penalty as applicable.

6. STORE LOCATION

6.1 Store Leases/Licenses. Concurrently with the execution of this Agreement, you will execute a lease or license agreement pursuant to which you will lease or license the premises of the Store at the location specified in Section 2.1. The Store may only be used for the operation of a Domino's Pizza Store and other related activities approved by us in writing.

6.2 Required Lease/License Provisions. The lease or license agreement for the premises of the Store shall contain provisions to the effect that the lease or license is entered into by and between you and the lessor or licensor upon the express understanding for business operation as a Franchisee or by appointment of a franchisee.

6.3 Termination. You shall send us a copy of all notices of default which lessor or licensor sends to you; and upon termination of the lease/license or of the Franchise Agreement, the lessee shall remove all identifying signs and trademarks from the premises. If the lessee fails to do so within five (5) calendar days of its last day of active business or of the termination of the lease or license whichever is sooner, JFL may remove such signs or marks itself on your cost.

6.4 Location and Use. You may operate the Store only at the location specified in Section 2.1, and you may not relocate the Store. The Store may only be used for the operation of a Domino's Pizza Store and other related activities approved by us in writing. You shall not allow the premises of the Store to be used for any immoral or illegal purpose.

6.5 Relocation. You must obtain our approval prior to relocating the store. The standards for relocation are set forth in the Operating Manual. If your lease/license under the License Agreement expires or terminates for any reason, or if the site is condemned, destroyed or rendered unusable, we will grant permission for relocation of



the Store to a new location to be approved by us, for which you will execute a lease or license with us, our local subsidiary, or with a third party lessor/licensor, as we shall determine. Any relocation will be at your sole expense. In the event of relocation of the Store, you will pay us our reasonable expenses incurred in connection with any such relocation.

6.6 Expiry of Lease or License. Upon expiry or earlier termination of the lease, the Franchisee shall remove all identifying signs and trademarks from the Store. If the Franchisee fails to remove all identifying signs and trademarks from the Store within five (5) calendar days from determination of Lease or last day of active business, whichever is sooner, JFL may remove such signs or marks itself at the cost, risks and consequences of Franchisee.

7. STORE DEVELOPMENT

7.1 Initial Development and Construction. You agree that promptly after obtaining possession of the site for the Store you will:

- (a) cause to be prepared and submit for approval by us a site plan and any modifications to our basic architectural plans and specifications for the Store, including requirements for dimensions, exterior design, materials, interior layout, equipment, fixtures, furniture, signs, and decorating. You understand that you may modify our basic plans and specifications only to the extent required to comply with applicable ordinances, building codes, and permit requirements and only with our prior written approval;
- (b) obtain all required zoning changes; all required building, driveway, utility, health, sanitation, and sign permits and any other required permits;
- (c) purchase or lease equipment, fixtures, furniture and signs meeting our specifications and requirements through us or our approved vendors only;
- (d) complete the construction and/or remodeling, equipment, fixture, furniture and sign installation and decorating of the Store in full and strict compliance with plans and specifications approved by us and all applicable ordinances, building codes and permit requirements; and
- (e) if applicable, obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services provided for the Store.

7.2 Store Opening. You agree to complete development of the Store and have the Store ready to open within a reasonable time after obtaining possession of the site for the Store. If you do not open the Store and have it operating within 06 (six) months from the effective date of this Agreement, we will have the option to terminate this Agreement upon the giving of written notice to you and any deposits/payments made by you shall be forfeited. The Franchisee agree that under no circumstances, store operations may commence without a written No Objection Certificate from us.

8. STORE REFURBISHING



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You agree to refurbish the Store (in addition to regular maintenance and repair), within two (02) months of receipt of written notice from us, as we may from time to time reasonably require to maintain or improve the appearance and efficient operation of the Store, to increase its sales potential, or to comply with our standards and identity. Provided that in the tenure of 10 (Ten) years, the refurbishment to be done by you shall not be more than 2 times except for any change introduced by Domino's on PAN India basis. Refurbishing may include:

- (a) replacement of worn out or obsolete equipment (excluding regular wear and tear to be confirmed by us), fixtures, furniture, and signs;
- (b) the substitution or addition of new or improved equipment, fixtures, furniture, and signs;
- (c) redecorating;
- (d) repair of the interior and exterior of the premises and repair and resurfacing of parking facilities;
- (e) structural modifications and remodeling of the premises; and

The Franchisee agrees that no refurbishment (excluding regular wear and tear) work shall be carried out without written approval from us.

9. EMPLOYEES, TRAINING AND OTHER CHARGES

9.1 You must enroll and complete all training programs and classes which we required for the operation of a Domino's Pizza Store. All the Employees hired by TFS shall be as per JFL standards basis required experience and qualifications. These training programs and classes will be furnished as such times and places as the Master Franchises designate. There will be no separate charge for these training programs and classes. All training programs and classes must be completed to our satisfaction.

9.2 Initial Training. You will be responsible for the travel, living expenses, and compensation of you or your employees incurred during these training programs and classes, and for the expenses of an interpreter, if necessary.

9.3 Training of Employees. You agree to reimburse for training program for employees of the Store in accordance with training standards and procedures prescribed by us from time to time. You also agree to purchase from us and utilize all training aids which we may require from time to time (e.g., films, videotapes or printed materials).

10. OPERATING ASSISTANCE

10.1 Advice and Guidance. We will furnish you with such reasonable operating assistance as we determine from time to time to be necessary for the operation of the Store. Operating assistance will include advice and guidance regarding:



- (a) methods of pizza preparation, packaging, and sale;
- (b) hiring and training employees;
- (c) formulating and implementing advertising and promotional programs; and
- (d) the establishment of administrative, bookkeeping, accounting, inventory control, and general operating procedures.

You understand that the assistance provided to you under this Section 10 is not mandatory to be performed by us and in no circumstances obligate us to operate the Store on your behalf at any time during the term of the Franchise or to provide the accounting or bookkeeping services required for the operation of the Store.

10.2 Operating Problems. We will advise you from time to time of operating problems of the Store disclosed by reports submitted to or inspections made by us. We will make no separate charge for operating assistance except that we may make reasonable charges for forms and other materials supplied to you and for operating assistance made necessary in our judgment as a result of your failure to comply with any provision of this Agreement or for operating assistance requested by you in excess of that normally provided by us.

11. STORE PRODUCTS AND SERVICE

11.1 Store Menu. You agree that you will offer for sale and sell at or from the Store all pizza and beverage products and the carry-out services that we from time to time authorize. You also agree that you will not offer for sale or sell at or from the Store any products or services not authorized by us in writing.

11.2 Supplies, Equipment and Materials.

- (a) All pizza and beverage preparation, dispensing, storage and display equipment;; equipment, fixtures, furniture and exterior and interior signs and decorations required for the Store; pizza ingredients, beverage products and cooking materials; containers, packaging materials and other paper and plastic products; utensils, uniforms, menus, forms and cleaning and sanitation materials; and other supplies and materials used in the operation of the Store must conform to the specifications and quality standards established by us from time to time.
- (b) You must use in the operation of the Store boxes, containers and other paper or plastic products imprinted with the Marks as prescribed from time to time by us.
- (c) You shall purchase all ingredients, raw material, beverages (including but not limited to hot/cold/aerated drinks), supplies, equipment, and materials used in the preparation, packaging, from JFL or from approved suppliers or distributors of JFL. The prices for all such ingredients, raw material, beverages, supplies, equipment, and materials to be purchased by you from JFL shall be purchased at the prices determined by JFL from time to time.



- (d) Any ingredient, supply or material not previously approved by us as conforming to our specifications and quality standards must be submitted for examination and/or testing prior to use. We reserve the right from time to time to examine the facilities of any approved supplier or distributor, including the Commissary, if any, operated by you, and to conduct reasonable testing and inspection of the ingredients, materials or supplies to determine whether they meet our standards and specifications.
- (e) We also reserve the right to charge fees for testing and evaluating any proposed item or equipment submitted by you and any proposed suppliers or distributors and examining commissary operations and to impose reasonable limitations on the number of approved suppliers or distributors of any product. Approval of a supplier or distributor may be conditioned on requirements relating to frequency of delivery, standards of service including prompt attention to complaints and the ability to service and supply Domino's Pizza Stores within areas designated by us. Any supplier or distributor might be rejected by us without assigning any reason.
- (f) You agree not to resell to any third party any of the foregoing ingredients, supplies or materials which you have purchased or acquired from us, our affiliates or from any suppliers or distributors.
- (g) We reserve the right to reinspect the facilities and products of any such approved suppliers or distributors from time to time, and to revoke our approval upon the failure of the supplier or distributor to meet our standards and specifications. Once you are notified that we have revoked our approval of a supplier or distributor, you shall cease using that supplier or distributor to supply ingredients, materials or other supplies.
- (h) At the time the Store opens for business, you will stock the initial inventory of supplies, equipment and materials prescribed by us. Thereafter, you will stock and maintain all types of supplies, equipment and materials which we prescribe, in quantities sufficient to meet reasonably anticipated customer demand.
- (i) You recognize and acknowledge that the ingredients, supplies and materials used in the preparation, packaging of pizza are our confidential trade secrets and are subject to the terms of Section 14 .7 of this Agreement.

12. ADVERTISING AND PROMOTION

12.1 Advertisement and Promotion. JFL will from time to time formulate, develop, produce, and conduct advertising and promotional programs in the form and media as determined by JFL to be most effective. JFL reserves the right, at its sole discretion, to determine the composition of all geographic territories and market areas for the development and implementation of advertising and promotion programs. JFL reserves the right to engage the services of an advertising source or sources to formulate, develop, produce and conduct the advertising and promotion programs.



12.2 Standards. All advertising and promotion by you shall be completely factual and shall conform to the highest standards of ethical advertising as defined by JFL from time to time and to the policies prescribed from time to time by JFL, including policies contained in JFL's corporate identity manuals. Prior to using any advertising, promotional materials, or plans, including but not limited to print, radio, television or other media ("Ad Materials"), you must submit copies of all Ad Materials to be mutually agreed upon for use by you. If we are unable to reach a mutual agreement regarding use of any such Ad Materials, you must immediately discontinue with any proposed use/use/further use of that material or plan. All advertising material shall be submitted on a quarterly basis. It is further agreed JFL will within thirty (30) days upon receipt use their best efforts to review and comment on all Ad Materials submitted.

12.3 Ownership of Advertising. You acknowledge that Dominos is the sole and exclusive owner of all Ad Materials that result from advertising or promotional programs developed pursuant to this Agreement and any goodwill established thereby shall inure to the exclusive benefit of Dominos.

13. RECORDS AND REPORTS

13.1 Book keeping and Record keeping. You shall establish a book keeping and record keeping system conforming to the requirements prescribed by us, relating, without limitation, to the use and retention of franchise documentation, sales slips, D.O.O.R. sheet masters, coupons, cash register tapes, purchase orders, invoices, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals and general ledgers.

13.2 Sales Reports. You agree to submit to us, in the English language:

- (a) Weekly: by midnight Tuesday (Eastern Standard Time) of each week a weekly report of the sales and products sold by all stores in the Territory for the week ending on the preceding Sunday and such other information and supporting records as the JFL/Franchisor may require;
- (b) Quarterly Unaudited Statements: within forty-five (45) days of the end of each quarter, an unaudited sales report of the Stores
- (c) Annual Audited Statement: within one hundred twenty (120) days of the end of each financial year ended March 31, an audited sales report as at the end of such financial year, for each of the Stores in the manner prescribed by the JFL; and
- (d) Other: such other information as we may reasonably request in order for it to determine your compliance with this Agreement or to assist you in the operation of the Stores or to otherwise evaluate the performance of the Stores or you.

13.3 Right to Audit. JFL reserves the right to audit or cause to be audited the sales reports, financial statements and tax returns which you will be required to submit to JFL. You will provide us with necessary access to your computer data, equipment and systems in connection with the audit. In the event any audit discloses an understatement of the Sales of the Store for any period or periods, you must



immediately pay within seven (7) days of the demand from you, the royalty fee on understated sale plus additional royalty fee @ two percent (2%) on the amount of such understatement plus interest due @ 24% per annum. Further, in the event such understatement for any period or periods shall be two percent (2%) or more of the Sales of the Store, you shall:

13.3.1 immediately remit within seven (7) days from the date of demand, payment of the full deficient amount of royalties to us plus interest @ 24% from the date the unpaid royalties were due until the date of actual payment; and

13.3.2 reimburse JFL within seven (7) days from the date of demand, for the cost of the audit which shall be max to Rs. 5,00,000/- (Rupees Five Lakhs Only) per annum, including the charges of any independent Chartered Accountant used and the travel expenses, room and board and compensation of the Chartered Accountant, its employees, and JFL's employees up to a maximum of 2 (two) personnel only.

Further, in the event such understatement of Sales is observed on more than two occasions in any calendar year, JFL shall have the right to terminate this Agreement by giving 15 (Fifteen) days' notice to You.

14. OPERATING REQUIREMENTS

14.1 Operating Procedures. You agree to fully comply with all specifications, standards and operating procedures and rules from time to time prescribed for the Store, including, but not limited to, specifications, standards and operating procedures and rules relating to:

- (a) the safety, maintenance, cleanliness, sanitation, function and appearance of the Store premises and its equipment, fixtures, furniture, decor and signs;
- (b) qualifications, dress, grooming, general appearance and demeanor of you and your employees;
- (c) quality, taste, portion control and uniformity, and manner of preparation and sale, of all pizza and beverage products sold by the Store and of all ingredients, supplies and materials used in the preparation, packaging and sale of these items;
- (d) methods and procedures relating to receiving, preparing and delivering customer orders;
- (e) the hours during which the Store will be open for business, subject to the approval of relevant authorities.
- (f) advertising and promotion;
- (g) use of standard forms;
- (h) use and illumination of exterior and interior signs, posters, displays, menu boards and similar items;



- (i) the handling of customer complaints;
- (j) compliance with our identity programs, as exist from time to time; along with any new product launch, discount scheme, offers, combos, promotional scheme/campaign/activity

14.2 Compliance with Laws and Other Business Practices. You agree to secure and maintain in force all required licenses, permits and certificates and operate the Store in full compliance with all applicable laws, ordinances and regulations. You also agree to pay when due all amounts payable pursuant to any provision of this Agreement or any other agreement with us or Dominos or pursuant to any agreement with any other creditor or supplier of the Store.

14.3 Data and Voice Communications Systems. JFL and Franchisee agree that efficient data and voice communications are important to the operation of the Domino's System and coordination of the respective responsibilities of JFL and Franchisee. Accordingly, Franchisee agrees that, upon receipt of a written request therefore from JFL, Franchisee will immediately take steps to acquire and will install or cause to be installed in its Store within ninety (90) days from the date of such request a communications system and necessary peripheral equipment and software which will permit both voice and data communications with JFL (the "Communications Package"). JFL agrees to provide Franchisee with its hardware and software specifications and requirements and to provide such other technical information and pricing information as is available to JFL to assist and facilitate the acquisition, installation and operation of the Communications Package by Franchisee. JFL expressly reserves the right to require Franchisee to acquire and install a particular specified Communications Package. Franchisee agrees that the Communications Package will meet the technical specifications supplied by JFL from time to time, including updates thereof, so that such Communications Package will at all times be compatible with the communications system employed by JFL. It is understood and agreed that Franchisee shall bear the entire cost and expense of the acquisition, installation and operation of the Communications Package. In connection therewith, Franchisee agrees to execute such contracts and/or proprietary agreements or licenses as may be required by Dominos or the seller of the Communications Package to protect the proprietary rights of Dominos and/or said seller in any aspect of the Communications Package.

14.4 Electronic Funds Transfer. JFL and Franchisee agree that it may become desirable to have available the means to electronically transfer Royalty fees payments, advertising payment (if any) and the like from Franchisee's bank account directly to JFL's bank account, if possible. Accordingly, you hereby agree that at the request of JFL, you will execute such documents as may be necessary to permit and facilitate the electronic transfer of funds as contemplated herein, at your cost and expense.

14.5 Prices to be Determined by the Parties. We may from time to time offer guidance to you relative to prices for the products and services of the Store that in our judgment constitute good business practice. The prices of the products will be decided with mutual consent of the Parties.”



[Handwritten signature]



14.6 Operating Manual. We will loan to you during the term of this Agreement one or more copies of an operating manual, operational bulletins, similar materials ("Operating Manual") containing proprietary know-how, mandatory and suggested specifications, standards and operating procedures and the rules prescribed from time to time by us, and information relative to the operation of the Store. You will conduct all your operations under this Agreement in accordance with the Operating Manual. The entire contents of the Operating Manual will remain a confidential trade secret, pursuant to Section 14.7 herein, and our property. You will not duplicate, photocopy or otherwise reproduce the Operating Manual, either in whole or in part, without our written permission. If we require, you agree to translate the Operating Manual at your cost and expense, and provide us with a copy of the translation for our approval. All translated copies of the Operating Manual will be our property. We have the right to use the translation for any use we require.

We shall have the right to add to and otherwise modify the Operating Manual from time to time, if deemed necessary by us, to improve the standards of service or product quality or the efficient operation of a Store, to protect or maintain the goodwill associated with the Marks or to meet competition. You may propose changes in the Operating Manual to conform it to the laws and customs of, and market characteristics in, the Area of Primary Responsibility, and we will determine, in our sole discretion, whether to change the Operating Manual as proposed by you. Our approval of such changes must be in writing.

The provisions of the Operating Manual as modified from time to time and the mandatory specifications, standards and operating procedures and rules prescribed from time to time by us and communicated to you in writing, will constitute provisions of this Agreement as if contained in this Agreement. You acknowledge the necessity and importance of all specifications and standards for the overall performance of the obligations set forth herein. You agree to use and apply the Domino's System as described herein and as set forth in the Operating Manual and any specifications, standards, rules and procedures. You will ensure that the Operating Manual is kept current and up-to-date. In the event of any dispute as to the contents of the Operating Manual, the provisions of the master copy of the Operating Manual (in the English language), maintained at our home office, will be controlling.

14.7 Trade Secrets. You or your Owners acknowledge and agree that your entire knowledge of the operation of the Domino's System, is and will be derived from information disclosed to you by us or Dominos and that such information is and shall at all times remain confidential and our trade secret. In addition to maintaining the confidentiality of all information received by you or your Owners in conjunction with your operation of a Store as a franchisee, you hereby agree that you: (i) will maintain the absolute confidentiality of all information and methods provided by us with respect to the discharging of your responsibilities under this Agreement inclusive of, but not limited to, the Operating Manual; (ii) shall disclose such confidential information to your employees only to the extent necessary for your performance under this Agreement; and (iii) shall not use any such information in any other business or in any manner not specifically authorized or approved in writing by us.

14.8 New Concepts. If you develop any new concept, process or improvement in the operation or promotion of the Store, you agree to promptly notify us and provide us



with all necessary information with respect thereto without compensation. You acknowledge and agree that any such concept, process or improvement shall become our property and that we may utilize or disclose this information to other franchisees, without compensation to you, and you shall take all such steps and sign all documents necessary or desirable to ensure that such property is vested in us.

14.9 Franchisee Must Directly Supervise Store. The Store shall at all times be under the direct, on-premises supervision of you or your designee (or the Controlling Shareholder or Partner if you are a corporation or partnership and, if so, the Controlling Shareholder or partnership may substitute a designated individual). You or your designee (or the Controlling Shareholder or Partner if you are a corporation or partnership and, if so, the Controlling Shareholder or Partner may substitute a designated individual) must devote your full time and efforts (excluding reasonable vacation periods) as manager of the Store or to the management of other Domino's Pizza Stores (or other related activities approved by us in writing). If you own more than one (1) Store, each Store owned must be under the direct, on-premises supervision of a manager:

- (a) who has completed, to our satisfaction, such training as we specify;
- (b) whose identity has been disclosed to us; and
- (c) who shall have executed, upon our request, an agreement in the form approved by us agreeing not to divulge any trade secret or confidential or proprietary information, including the contents of the Operating Manual, or to engage in or have any interest in any other fast food business, including without limitation, sit-down, carry-out pizza business for the period of employment and one (1) year thereafter.

14.10 Insurance. You shall at all times during the term of the Franchise maintain in force at your sole expense:

- a. general liability insurance with a minimum limit approved by JFL (including, but not limited to, coverage for personal injury, products and contractual liability),
- b. property insurance (including, but not limited to, fire, extended coverage, vandalism and malicious mischief),
- c. workmen's compensation insurance as required by applicable law, and
- d. any other insurance required under applicable law or which we require, under one or more policies of insurance containing coverage and limits, from time to time prescribed by us.

All insurance policies must be issued by an insurance carrier (a) having the highest possible rating under the rating system, if any, generally in use in the country in which the Store is located, and (b) if requested, approved by JFL.

We shall receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy and that we receive prompt notice from the carrier of any claim filed under the policy.



You must submit to us annually within fifteen (15) days of issuance a certified copy of the certificate of or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies from time to time.

If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option and in addition to any other rights and remedies we may have, obtain insurance coverage on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. You accept that any claims during this period of non-insurance are to be borne (made good) by you directly without any objection. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

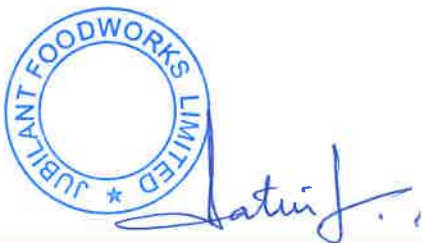
You shall at all times during term of the Franchise maintain in force at your sole expense a general liability insurance (including, but not limited to, coverage for personal injury, products and contractual liability) for a maximum cover of 1 crore with JFL being additional insured in the policy.

14.11 Identification as Franchisee. You agree to exhibit on the Store premises and signs of sufficient prominence and wording as we may prescribe from time to time so as to advise the public that the Store is owned, operated and maintained solely by you.

15. MARKS

15.1 Usage. You acknowledge that IP Holder/ JFL is the owners of their respective Marks licensed to you by this Agreement and that all usage of the Marks and any goodwill established shall insure to IP Holder's/JFL exclusive benefit. You further acknowledge that IP Holder has licensed DPIF to grant licenses for the use of the Marks in certain areas outside of the United States, including the country or jurisdiction in which your Store operates. You shall use the Marks in full compliance with rules prescribed from time to time by DPIF & JFL. You understand and acknowledge that our right to regulate the use of the Marks includes, without limitation, any use of the Marks in any form of print media/ electronic media such as web sites, web pages, or as a domain name or electronic media identifier or on any other marketing platform. You will execute such form of Registered User Agreement of the Marks or its equivalent in India as may be required by DPIF & JFL from time to time and reimburse DPIF & JFL for the cost of registering such document with the Trade Mark Office. You shall not attempt to register any Mark or derivative thereof, shall not use any Mark as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us or by IP Holder. Upon expiration or termination of this Agreement, no monetary amount shall be assigned or attributable to any goodwill associated with your use of the Domino's & JFL System or their Marks.

15.2 Modification or Termination of Marks. You recognize that we retain the right to modify or terminate the use of the current Marks or designate new Marks. IP Holder (or any successor to its interest) will be the sole and exclusive owner of any modified or newly designated Marks. Upon receiving notice of the modification or termination



of any Mark, you shall cease using the unmodified or terminated Mark within the time specified by us.

15.3 Infringements. You agree to immediately notify us of any infringement of or challenge to your or our use of any Mark or claim by any person of any rights in any mark or any suspected passing-off or unfair competition involving the Marks or the Domino's System. You agree that you will not communicate with any person other than us, IP Holder (or any successor to its interest) and our counsel in connection with any such infringement, challenge or claim. Unless you have an independent cause of action pursuant to applicable law, we and IP Holder (or any successor to its interest) will have sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or Patent and Trademark Office proceeding (or proceedings of the equivalent office, agency or ministry in the country in which the Store is located) or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any such litigation, Patent and Trademark Office proceedings, or other proceeding or to otherwise protect and maintain IP Holder's (or any successor's) interest in the Marks.

15.4 Indemnification. You will promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks. You acknowledge that we have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by you. In the event of any litigation relating to your use of the Marks, you will execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts.

16. INSPECTIONS

We will have the right at any time during business hours and without prior notice to conduct reasonable inspections of the Store and the Commissary, if any, operated by you. We will have the right to audit any business records and to take a physical inventory of the assets of any such Store or Commissary. Inspections of any such Store will be made at our expense unless we are required to make any additional inspections in connection with your failure to comply with this Agreement. In such event, we will have the right to charge you for the costs of making all additional inspections in connection with your failure to comply, including without limitation travel expenses, hotel accommodations, meals and compensation of our employees.



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17. TERMINATION AND EXPIRATION

17.1 Termination by Franchisee. If you are in compliance with this Agreement and we breach this Agreement and fail to cure any breach within thirty (30) days after written notice is delivered to us, you may terminate this Agreement and the Franchise effective thirty (30) days after delivery of notice to us. A termination of this Agreement and the Franchise by you without complying with these requirements or a termination of this Agreement by you for any reason other than (i) our breach of these requirements (ii) our breach of this Agreement or (iii) our failure to cure the breach within thirty (30) days after receipt of written notice from you shall be deemed a termination by you without cause and not in accordance with the provisions of this Agreement.

17.2 By JFL. In addition to any other grounds for termination, we shall have the right to terminate this Agreement effective upon delivery of notice of termination to you, if:

- (a) you or any of your Owners have made any material misrepresentation on your application for the Franchise which is not cured within a reasonable period of 30 days from receipt of notice;
- (b) you do not open the Store within six (06) months from the effective date of this Agreement;
- (c) you are judged bankrupt, become insolvent, or make an assignment for the benefit of creditors, or a petition under any bankruptcy law, which is not dismissed within one hundred twenty (120) days, is filed against you or a receiver or other custodian is appointed for a substantial part of the assets of the Store;
- (d) you abandon or fail to continuously and actively operate the Store for period of 15 days subject to Force Majeure;
- (e) the lease or sublease for the Store is terminated or canceled or you are unable to renew or extend the lease or sublease or you fail to maintain possession of the Store premises unless you are permitted to relocate the Store under Section 6 of this Agreement in which case this paragraph will not apply;
- (f) you or any of your Owners are convicted of a felony or a crime which substantially impairs the goodwill associated with the Marks, or you or any of your Owners engage in any conduct which adversely affects the reputation of the Store or the goodwill associated with the Marks as conclusively determined by us;
- (g) you underreport the Sales of the Store for any period or periods;
- (h) you or any of your Owners violates any of the restrictions contained in Sections 18 or 19 of this Agreement;
- (i) you fail to comply with material provisions as specified in clause 4,5,6,7,8,11,13,15, 17, 18, 19 of this Agreement or any specification, standard or operating procedure or rule prescribed by us which relates to the use of any



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Mark or the quality of pizza or any beverage sold by you or the cleanliness and sanitation of the Store and you do not correct this failure within seven (7) calendar days after written notice is delivered to you;

- (j) you fail to pay when due any amount owed under this Agreement to us, Dominos, or our affiliates, any tax authorities, or any creditor or supplier of the Store (other than amounts being bona fide disputed through appropriate proceedings) and you do not correct such failure within fifteen (15) calendar days after written notice is delivered to you;
- (k) you fail to obtain or maintain insurance required by us and you do not correct this failure within forty-eight (48) hours after written notice is delivered to you;
- (l) an audit by us discloses an understatement of Sales and you fail to pay to us the applicable franchising/marketing payment and advertising contribution and interest due within fifteen (15) calendar days after receipt of the final audit report;
- (n) you or any of your Owners fail on three (3) or more occasions during any one (1) year period to comply with any one or more material provisions of this Agreement including, without limitation, your obligation to submit when due sales reports or financial statements, to pay when due the franchising/marketing payments, advertising contributions or other payments as under the this Agreement to us or Dominos, our affiliates or any other creditors or suppliers of the Store whether or not such failure to comply is corrected after notice is delivered to you;
- (o) you or any of your Owners fail to comply with material provisions as specified in clause no. 4,5,6,7,8,11,13,15, 17, 18, 19 of this Agreement or any specification, standard or operating procedure, and you fail to correct this failure within thirty (30) calendar days after written notice is delivered to you;
- (p) you fail to properly execute any document required by this Agreement or in connection with the operation of the Store or which is necessary to properly implement or effectuate any of the provisions of this Agreement or to record this Agreement or any document executed hereunder or in connection herewith, and you fail to correct such failure within thirty (30) calendar days after written notice thereof is delivered to you;
- (p) you directly or indirectly contest the validity of IP Holder's (or its successor's) ownership of the Marks or our right to use or to license others to use the Marks;
- (q) you are in breach of any other agreements between you and DPIF or Dominos or our affiliates and you fail to cure such breach within fifteen (15) days after written notice is delivered to you; or
- (s) you or your Owners are involved in any act or conduct which impairs our reputation and the goodwill associated with the marks and the system as conclusively determined by us.



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17.3 Obligations Upon Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement shall forthwith terminate, and:

- (a) You will immediately cease to operate the Store, and will not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of JFL;
- (b) You will immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the Domino's System; the Mark "Domino's Pizza"; and all other Marks and distinctive forms, slogans, signs, symbols and devices associated with the Domino's System. In particular, you will cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles which display the Marks;
- (c) You will take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by you which contains the mark "Domino's Pizza" or any other Marks, and you will furnish us with evidence of compliance with this obligation within five (5) days after termination or expiration of this Agreement;
- (d) You will, in the event you continue to operate or subsequently begin to operate any other business, not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which, in our sole discretion, is likely to cause confusion, mistake or deception, or which, in our sole discretion, is likely to dilute our rights in and to the Marks. You further agree not to utilize any designation of origin or description or representation which, in our sole discretion, falsely suggests or represents an association or connection with the Domino's System constituting unfair competition;
- (e) You will promptly pay all sums owing to us or our affiliates under this Agreement. In the event of termination for any default by you, such sums shall include all damages, costs and expenses, including reasonable attorneys fees, incurred by us as a result of the default, which obligation shall give rise to and remain, until paid-in-full.;
- (f) You will pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 17;
- (g) You will immediately deliver to us the Operating Manual and all other records, correspondence and instructions containing confidential information relating to the operation of the Store, all of which are acknowledged to be our property, and you will not retain any copy or record of any of the foregoing;



- (h) You will notify the telephone company and all listing agencies of the termination or expiration of your right to use all telephone numbers and all classified and other directory listings relating to the Store and to authorize transfer of these to us or our franchisee or designee. You acknowledge that we have the sole rights to and interest in all telephone numbers and directory listings relating to any Mark, and you authorize us to direct the telephone company and all listing agencies to transfer all telephone numbers and directory listings to us, our franchisee or designee. If you fail or refuse to do so, by execution of this Agreement, you irrevocably appoint us as your lawful attorney-in-fact with full power and authority to direct the telephone company and all listing agencies to transfer all telephone numbers and directory listings to us or our designee;

18. RESTRICTIVE COVENANTS

18. Solicitation of Employees. You and your owners agree that during the term of this Agreement neither you nor your Owners will directly or indirectly solicit or employ any person who is employed by us, nor will you or your Owners induce or attempt to induce any of these people to leave their employment without our prior written consent and the consent of their employers.

18.2 Privacy and Data Protection - Both the parties shall comply with its obligations under all applicable data protection and privacy laws in India in respect of the Services to be provided under this Agreement and in respect of any information & data ("Data") supplied to it by JFL

Throughout the Term, Franchisee shall use the Data only in good faith performance of its obligations under this Agreement. Where disclosure is required under law by any government and/or statutory authorities, Franchisee shall immediately notify JFL, work with JFL to take actions that JFL may deem necessary with regard to the disclosure, use its best efforts to limit the disclosure, cooperate with JFL and only disclose the minimum amount of Data needed to comply with such request. Franchisee shall maintain control over such Data received by it hereunder and not release such Data, without JFL's prior written consent, to any person or entity. Franchisee shall further not allow anyone to take or send such Data to any location other than the Store or any other such premises as mutually agreed by both the Parties for such data retention, unless written permission is obtained by Franchisee from JFL prior to such Data transfer.

Franchisee shall notify JFL within a reasonable period, in no event to exceed seventy-two (72) hours after discovery, or shorter if required by law of any unauthorized uses or disclosures of the Data or any Security Incident involving the Data, including any incident that Franchisee reasonably believes to involve unauthorized access to or disclosure of Data, of which it becomes aware; provided, further, that if Franchisee is responsible for the Security Incident, Franchisee shall promptly take all necessary and appropriate corrective action. All corrective actions shall be subject to JFL's prior written approval. Franchisee shall reasonably cooperate with JFL in its investigation of a Security Incident, whether discovered by Franchisee, JFL or a Third Party, which shall include providing JFL a detailed description of the Security Incident, the identity of the Data affected, and any other information JFL reasonably may request concerning



such Security Incident, as soon as such information can be collected or otherwise becomes available. Franchisee shall pay for or reimburse JFL for all costs, losses and expenses relating to any Security Incident arising from Franchisee's negligence, misconduct, and all other remedies required by Law. "Security Incident" shall mean any actual or suspected event in which Data is or may have been lost, stolen, improperly altered or destroyed, improperly accessed, or used for a purpose not permitted under this Agreement.

Further, Franchisee undertakes to implement reasonable physical, technical and administrative safeguards, which shall be in accordance with all applicable laws, as appropriate for the sensitivity of the Data, JFL's Confidential Information & Intellectual Property, received by Franchisee pursuant to this Agreement from any loss, misuse, and unauthorized access, disclosure, alteration or destruction, including implementation and enforcement of administrative, technical and physical security policies and procedures, and training of all staff responsible for handling such Data, Confidential Information and Intellectual Property of JFL.

Notwithstanding anything contained hereinabove, Franchisee acknowledges that damages alone will not be an adequate remedy for any breach of violation of obligations by Franchisee under this Clause and any breach or violation of this Clause will cause irreparable harm to JFL. Therefore, in addition to all other remedies to which JFL may be entitled hereunder or otherwise, to injunctive relief, including specific performance, with respect to said obligations in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for the breach of Franchisees obligations mentioned herein but shall be in addition to all other remedies available at law.

18.3 Confidentiality. You and your Owners agree to maintain the absolute confidentiality of the Operating Manual and all other information including but not limited to the Domino's/JFL System during and after the term of the Franchise, disclosing this information to the other employees of the Store only to the extent necessary for the operation of the Store in accordance with this Agreement, and that you and your Owners will not use the Operating Manual or such other information in any other business or in any manner not specifically authorized or approved by us in writing. You shall take all steps necessary to ensure that all staff personnel having access to any confidential information are aware of the obligation to keep the information confidential and comply herewith.

"Confidential Information" includes any and all non-public information whether disclosed before or after the Effective Date that may be in written, representational, electronic, verbal or any other tangible or intangible form:

- a. relating directly or indirectly to the present or potential business, operation or financial condition of or relating to JFL whether shared by JFL or has come in the knowledge of Franchisee anytime during the course of business with Franchisee which is not generally known by third parties, irrespective of whether any other agreement for such Services has been executed between the Parties or not;



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- b. including but not limited to any information identified as being proprietary and/or confidential business and/or strategic plans, expansion plans, networking plans, recipes, permutation and combinations of recipes, recipe's mix/ blend, any part of re cipe mix, research and technologies; development, manufacturing, marketing, sales or distribution of products goods or services; know-how and intellectual property; lists and identities of actual or potential contractors, clients, customers, agents, vendors, distributors or suppliers; employee related information, proprietary, technical, financial, presentation, compensation and benefit data, and any technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, know-how, drawings, designs, processes, procedures, inventions, improvements, models, manuals or financial data or any other information;
- c. all notes, analysis, compilations, summaries, excerpts, abstracts, modifications, translations, enhancements and adaptations and other records based on or incorporating any information referred to in paragraph (a) and/or (b) above

18.4 Owners of Corporation or Partnership. If you are a corporation or partnership, the Owners, by executing this Agreement, shall be bound individually, jointly and severally, by the provisions contained in this Agreement, including the restrictions set forth in this Section 18. Further, a violation of any of the provisions of this Agreement, including the covenants contained in this Section 18, by any Owner shall also constitute a violation by you of your obligations under this Agreement.

18.5 Disclosure Documentation. If you are not an individual, upon execution of this Agreement, the transfer of any interest in you or upon our written request, you shall provide us with documents disclosing the name of each person with an ownership interest in you and identifying the respective percentage interest of each person with an ownership interest. If you are a corporation, you shall also provide us with copies of incorporation documents, which demonstrate that you are duly incorporated.

19. ASSIGNMENT

19.1 By JFL. We shall have the right to transfer or assign this Agreement and all or any part of our rights or obligations under this Agreement to any individual or legal entity, and you agree to release us from all liability to you for performance under this Agreement subsequent to any such assignment.

19.2 By Franchisee. This Agreement is personal to you and your Owners. Accordingly, you and any of your Owners may assign or transfer this Agreement including any direct or indirect interest in this Agreement (including, by way of any change in its shareholding pattern and/or any change in its controlling or ownership interest), to any of your Affiliate and/or subsidiary company, in which you or your Owners have substantial control, by giving prior written notice of at least 30 days before the such transfer.

“Affiliate” herein with respect to any entity means, any other entity controlling, controlled by or under common control with such entity. For the purposes of this



definition, "control" (including the terms "controlling", "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of equity interest, by contract or otherwise.

19.3 Assignment to Corporation or Partnership. You may assign this Agreement to a corporation or partnership which is your Affiliate or subsidiary for the convenience of operation of the Store, provided:

- (a) the corporation or partnership conducts the operation of the Store or other Domino's Pizza Stores (or other related activities authorized under this Agreement);
- (b) the corporation or partnership is actively managed by you;
- (c) the person designated as the Controlling Shareholder or Partner retains a controlling interest in the partnership or the equity and voting power of all issued and outstanding capital stock of the corporation; and
- (d) all shareholders and investors meet our requirements as established from time to time and agree to guarantee the obligations of the corporation or partnership under this Agreement and to be bound by the terms of this Agreement in the manner prescribed by us.

19.4 Assignment or Transfer to Others. You agree that we shall have the right to terminate this Agreement if you propose to sell, transfer or assign Agreement and/or, an ownership interest partly or wholly in the corporation (including, by way of any change in its shareholding pattern and/or any change in its controlling or ownership interest), to others unless :

- (a) you and your Owners are not in default under this Agreement or any other agreement with us or Dominos or any other creditor or supplier of the Store;
- (b) the proposed transferee or assignee and its Controlling Shareholder or Partner and all other owners if it is a corporation or partnership meets our then applicable standards or any evaluation criteria necessary for franchisees or Owners;
- (c) the proposed transferee or assignee and its Owners if it is a corporation or partnership signs our then current form of store franchise agreement for a term equal to the remaining term of this Agreement or, at our election, the then current term under the store franchise agreement, whichever is longer;
- (d) the proposed transferee or assignee or the person designated by us must complete all required training to the extent required by us; and



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The provisions of (d) above shall not apply to an approved sale, transfer or assignment by a shareholder or partner that does not convey a controlling interest in the corporation or partnership except that the proposed transferee or assignee must guarantee the performance by Franchisee of its obligations under this Agreement and agree to be bound by all of the provisions of this Agreement in the form prescribed by us. You must inform us of any transfer or assignment at least 30 days prior to execution of documents between you and the proposed transferee/purchaser.

19.5 Right of First Refusal of JFL. If you or your Owners propose to sell the Store (or its Assets) on a standalone basis then in such case we will, for a period of thirty (30) days from the date of delivery of this offer to us, have the right, exercisable by written notice to you or your Owners and subjects to Landlord approval, to purchase the Store (or its Assets) for the price and on the terms and conditions contained in the offer. We may substitute equivalent cash for any form of payment proposed in such offer or designate a substitute purchaser for the Store (or the Assets) being offered, provided that we will assume responsibility for the performance. If we do not exercise this right of first refusal, the offer may be accepted by you or your Owners, subject to our prior written approval as provided in this Agreement. If the offer is not accepted within sixty (60) days, we will again have the right of first refusal to purchase the Store as described above. This section will not apply to transfers made in accordance with Section 19.3 of this Agreement.

20. CONTRACT INTERPRETATION AND ENFORCEMENT

20.1 Effect of Waivers. No waiver by us of any breach or a series of breaches of this Agreement shall constitute a waiver of any subsequent breach or waiver of the performance of any of your obligations under this Agreement. Our acceptance of any payment from you or the failure, refusal or neglect by us or you to exercise any right under this Agreement or to insist upon full compliance with our or your obligations under this Agreement or with any specification, standard or operating procedure or rule will not constitute a waiver of any provision of this Agreement.

20.2 Indemnification. If JFL and its affiliates and/or DPIF are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding brought by any government/statutory authority, person or persons or or any other person or entity, by reason of any claimed act or omission by you, your employees or agents, or in your service area, breach of Data and/or breach of confidential information and/or intellectual property of JFL, by reason of any act occurring on the Store premises, or by reason of an omission with respect to the business or operation of the Store you shall indemnify and hold us and our affiliates and each of them harmless against all judgments, settlements, penalties and expenses, including attorney's fees, court costs and other expenses of litigation or administrative proceeding incurred by or imposed on any of them in connection with the investigation or defense relating to such claim or litigation or administrative proceeding.

20.3 Construction and Severability. All references in this Agreement to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice-versa. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against us or you. You recognize that the portions of this Agreement relating to payment of fees and



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franchising/marketing payment, and protection of trade secrets and Marks are critical to this Agreement and if any portions of them are declared invalid or unenforceable, for any reason, we shall have the right to terminate this Agreement immediately, upon written notice to you. If any other portion of this Agreement for any reason shall be declared invalid and unenforceable, such provision shall be severed (and this shall not affect the validity of the remaining provisions) or, if possible, modified to best preserve the intentions of the parties and this Agreement, so modified, shall remain in full force and effect. Moreover, any provision not provided for herein, however mandatory pursuant to applicable law, shall be deemed to be part of this Agreement and enforceable.

20.4 Integration and Modification. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements or understandings of the parties, oral or written, regarding the subject matter of this Agreement. The covenants of shareholders/partners form a part of this Agreement. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of any party to enforce any claim or right under this Agreement, whether or not liquidated, which occurred prior to the date of such modification, waiver, termination, rescission, discharge or cancellation. This Agreement may not be modified, except in writing, and signed by the authorized representative of the parties. The parties hereto agree to make any amendment/modification required to bring this Agreement in compliance with applicable antitrust laws.

20.5 Applicable Law; Arbitration.

This Agreement is for the benefit of the Parties and their respective successors and assigns. In case of any dispute or difference arising out of or in relation to this Agreement, then the same shall be referred to Sole Arbitrator to be appointed by both the parties and settled with the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactments thereof. The venue, seat and place of Arbitration shall be New Delhi. The parties to this Agreement agree that the Court(s) in Delhi only shall have exclusive jurisdiction regarding any matter arising out of or related to this Agreement, subject always to the Arbitration Clause.

20.6 Attorney's Fees. The prevailing party to a dispute between the parties arising out of or relating to this Agreement will be entitled to recover, in addition to the award of the arbitrator or award made pursuant to a judicial proceeding, its reasonable attorney's fees and costs incurred incidental to the proceedings. The arbitrator will have the power to award costs, including reasonable attorney's fees to the prevailing party in any such arbitration.

20.7 Notices. Any notices or other communications to be given under this Agreement shall be in writing, delivered by hand, telegram, certified or registered mail, facsimile or courier service to the following address (which may be changed by written notice):

To JFL:
Jubilant FoodWorks Limited

15th Floor, Tower E, 'Skymark One',
Plot H-10/A, Sector-98, Noida,



Gautam Buddha Nagar– 201 301, U.P.

Attn.: C.E.O. / C.F.O.
Facsimile: 0120 - 6927500

To Franchisee:
Travel Food Services Pvt Ltd

Registered Office at Shiv Sagar Estate, First Floor, A-Block, Dr. Annie Besant Road, Worli, Mumbai – 400 018

Attention – Mr. Rituparn Sharma.
(Vice President – Sales and Business Operations).

Notice by mail shall be deemed received on the fifth business day after mailing or upon actual receipt, whichever is earlier.

20.8 Independent Contractors. The parties to this Agreement are independent contractors and no training, assistance or supervision which we may give or offer to you shall be deemed to negate such independence. We shall not be liable for any damages to any person or property arising directly or indirectly out of the operation of the Store, including but not limited to those damages which may occur while your employees are making or returning from making deliveries. Nor shall we have any liability for any taxes levied upon you, your business, or the Store. The parties further acknowledge and agree the relationship created by this Agreement and the relationship between us and the relationship between Dominos and your employees is not a fiduciary relationship nor one of principal and agent.

20.9 Standard of Reasonableness. Unless otherwise stated in this Agreement, we agree to exercise reasonable judgment with respect to all determinations to be made by us under the terms of this Agreement.

20.10 Acknowledgement. You acknowledge that you have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves business risks making the success of the venture largely dependent upon your business abilities. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty, assurance or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

20.11 Binding Effect. This Agreement is binding upon the parties and their heirs, approved assigns and successors

20.12 Effective Date of This Agreement. This Agreement shall be effective as of 22nd June, 2024.

20.13 Controlling Language. The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including notices, shall be drawn up in the English language only. This Agreement may be translated; in case of



JUBILANT FOODWORKS LIMITED



any difference between the two versions, the English version shall control. All costs in connection with the translation shall be borne by you.

20.14 Governmental Approvals. Franchisee shall be solely responsible for obtaining all governmental approvals and consents, if any, with respect to this Agreement, including, without limitation, approval(s) of the amount or frequency of franchise and advertising fees payable hereunder, together with such other approvals or consents as may be necessary with respect to any other provision or provisions of this Agreement. Certified copies of all such approvals and/or consents shall be furnished by Franchisee to us immediately upon their issuance. Franchisee's failure to obtain any such approval or consent and to continue any such approval or consent in full force and effect during the term of this Agreement shall constitute a material breach of this Agreement, entitling us to all of the rights and remedies provided herein upon breach of this Agreement by Franchisee.

20.15 Limitation Upon Commencement of Actions. Any and all claims and actions arising out of or relating to this Agreement or the relationship of the parties to this Agreement, brought by any party against the other, will be commenced within three (3) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

20.16 Limitation of Claims. Each party to this Agreement irrevocably waives to the fullest extent permitted by law any right to, or claim of, any punitive or exemplary damages against the other party, and agrees that in the event of a dispute between the parties each will be limited to the recovery of any actual damages sustained by it.

20.17 Non exclusivity of Remedies. No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy provided or permitted by law or equity.

21. **FORCE MAJEURE**

Neither party shall be in default of its delay in performance or failure to perform any of its obligations hereunder, when and if the delay or failure arises from a cause which is beyond the control of the party failing to perform. Such force majeure (which includes, inter alia, strikes, acts of God, acts of war, laws and regulations or due to epidemic, pandemic, change of law, lock down, curfews, order(s) issued by the Government (Central or State)/by local Administration/Authority/Law enforcement Agencies or any other or contingency beyond the control of the parties, then the obligation to make payment of rent or a fair proportion thereof shall be suspended till such time the Said Premises have been repaired and rendered fit for the purposes contemplated under this Agreement.) would suspend the fulfillment of the obligations under this Agreement until it is over. If the force majeure lasts more than one (1) year, JFL and you shall have the right to terminate this Agreement.



JUBILANT FOODWORKS LIMITED



By: JATIN RAI

Its: GENERAL MANAGER - OPS,

Date: 21st June 2024

Travel Food Services Pvt Ltd

(Handwritten signature)

By: RITUPARN SHARMA

Its: VICE PRESIDENT

Date:

ANNEXURE -A
LIST OF MARKS

<u>Description</u> <u>/ Reg #</u>	<u>Class</u>	<u>Status</u>	<u>App #</u>
DOMINO'S 304	30	Registered	463
DOMINO'S PIZZA Pending 572311	30	Registration	
DOMINO'S PIZZA (Series of 4 Designs) 29	Registered	2145011	
DOMINO'S PIZZA (Series of 4 Designs) 30	Registered	2145011	
DOMINO'S PIZZA (Series of 4 Designs) 39	Registered	2145011	
DOMINO'S PIZZA (Series of 4 Designs) 43	Registered	2145011	
DOMINO'S DESIGN 30	Registered	572312	DOMINO &



(Handwritten signature)



NEW TILE LOGO DESIGN	30	Registered	2372221
NEW TILE LOGO DESIGN	35	Registered	2372221
NEW TILE LOGO DESIGN	43	Registered	2372221

