

AGREEMENT

THIS AGREEMENT made and entered into at Mumbai on this ____ day of _____, 2012 BETWEEN M/S. REALLIFE ATO SYSTEM PVT. LTD., a Private Limited Company registered under the Companies Act, 1956 under registration number U72900MH2009PTC194175 with Registrar of Companies, through its Chairman & Managing Director MR. RAJESH KUMAR, an adult, Indian Inhabitant of Mumbai, having registered address at 12 Naik Nagar, LBS Marg Sion West, Mumbai 400 022, Maharashtra, hereinafter called and referred to as the “Principal” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its administrators, executors, legal heirs or assigns etc.) of the ONE PART;

AND

M/s. _____ through its Proprietor Mr/ Mrs. _____ having Office _____

_____, herein after called and referred to as the “ Franchisee” (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its administrators, executors, legal heirs or assigns etc) of the OTHER PART.

WHEREAS Party of the ONE PART is a private limited company and engaged in the business of advertisement and marketing activities in whole of Maharashtra and other part of the country.

AND WHEREAS the Party of the ONE PART has introduced ad-on business system which is called and referred to as the “BUSINESS UNIT”.

AND WHEREAS the Party of the OTHER PART has being a sole concern represented through its proprietor having its office in the abovementioned has been approached by the First Party with and offer to run a business franchisee in the name of the party in ONE PART. The same offer is accepted with the terms and condition contained in following paragraphs of this agreement and any other terms and conditions not within the ambit of this agreement but agreed by the parties with mutual consent communicated in writing after the execution of this agreement for the purpose of increasing profitability of the business.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AFORESAID,
BOTH THE ABOVE REFERRED PARTIES HEREBY AGREE AS FOLLOWS:**

1. Definition of terms

For the purpose of this Franchise Agreement, and all Exhibits attached herewith, the terms, phrases, and their derivations shall have the meanings as illustrated:

- a) "Applicable laws" shall mean such Central, State and local laws, which apply to and govern the Parties and the transaction envisaged in this Agreement.

- b) "Asset" shall refer to, under this Agreement, all assets belonging to and shall include all moveable and immovable properties like distribution transformers, lines, equipments, s, meters and metering equipments, accessories etc" in service or released in good condition or otherwise, work in progress, materials drawn or originated from Reallife ATO Systems Pvt Ltd, cash/cheque on hand etc.

- c) "Bill" shall mean any bill prepared by franchisee and delivered to Consumers on behalf of

party on FIRST PART.

d) "Local Area" for the purpose of this agreement shall mean the State of

_____.

f) "AD ON KIOSK" shall include one central processing unit, 20 inch monitor, key board mouse, 32 inch LCD, with a cabin all in condition suitable for the purpose of business and dissemination of information.

g) "Consumer" means any person/ entity who is supplied with for consideration which is received or partly received or promised to receive or promised to partly received with any service with relation to AD ON KIOSK or any other business system.

h) "Distribution" means the supply and conveyance of all the AD ON KIOSK in entire State of _____.

i) "Document" or "Records" means written or graphic materials, however produced or reproduced, or any other tangible permanent record, including records maintained by computer or other electronic or digital means, maintained by the either party in the ordinary course of conducting its business.

j) "Equipment" means all assets, apparatus, cables, system etc. including AD ON

KIOSK at Consumer end as provided and/or owned, operated and maintained by the ONE PART and used for the purpose establishing AD ON KISOK centre with the Customer.

- k) "Franchisee" means an individual or corporate body or their consortium or community based organization to which the Party in ONE PART grants the right to conduct revenue activities on behalf of the ONE PART and under the authority of ONE PART.
- l) "Lending Price" shall mean the cost price incurred to the party in other part for procuring the AD ON KIOSK under this agreement.

2. Objectives:

Through the appointment of the OTHER PART, the ONE PARTY aims to achieve:

- a) Gaining more visibility in proposed local area of business that is in State of _____
 - b) To increase the profitably and efficiency of the business of party in ONE PART.
 - c) To expand and further promote the business of the Party in ONE PART.
 - d) To share the profitability of the business activity of the party in ONE PART in the local area with assistance and aid of party in OTHER PART.
3. That "ONE PART" shall install the AD-ON Machine within 10-15 working days after making the payments as agreed upon by the customer and the party at ONE PART who shall be represented by Party in "OTHER PART" the intimation in writing or through electronic mail on the Email ID of the party in ONE PART of the

same been received by the party in "ONE PART".

4. That AD-ON machine will be as per the specification described in the REALLIFE AD-ON website and the data base shall be accessed from the Business Unit's server for different services describe in the website which will be modified as per future conditions. The design of the machine is subjected to change as per latest requirements.
5. THAT AD-ON machine will generate the bills of the services which are available in the Business Unit server data base which is all the time connected to all the AD-ON Machine data base services will be accessed by the central server and periodically it will issue the service records to each AD-ON Machine.
6. That Data base services bills will be printed by AD-ON Machines after assessment by "Business Unit" (These bills includes the commission amount to the "service contractor") Service charges on these bills will depend on the local area of AD-ON Machine premises. Advertisement bills will be calculated by the central server separately.
- 7) These terms and conditions are applicable to the above the parties as long as there is no settlement between two parties for discontinuation.
- 8) That if AD-ON Machine is not in operation for 3 months (for no reasons) the party in ONE PART is authorized to take back AD-ON machine from the party in OTHER PART Contractor" and calculated Deposit amount shall be given back to him.

- 9) That the Business Unit shall abide by terms and conditions impleading in this agreement and the company undertakes not to do anything or act which can adversely affect the interest of service contractor.
- 10) That the party in ONE PART in case of termination of agreement shall refund the deposits to the service contractor without interest after deduction if any.
- 11) That either party can give one month notice to other party for the termination of agreement and any dispute arisen between the parties shall be subject to Mumbai Jurisdiction only.
- 12) No Party shall be liable to the other Party if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to occurrence of any event of force Majeure Including acts of God, acts of any Government (de jure or de facto) or regulatory body or public enemy, war, riots, explosions, embargoes, industry-wide strikes, other causes, circumstances, or contingencies, whether of a similar or dissimilar nature to the foregoing, beyond the parties control, which cannot be reasonably forecast or prevented, thereby, hindering the performance by the parties of any of their obligations hereunder. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof as soon as possible after the event and also keep the other Parties informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. For the purpose of clarity, the Parties

agree that the failure of a Party to adhere to any statutory or regulatory requirement or to obtain necessary approvals shall not be deemed to be a force majeure situation. A condition of force majeure shall not relieve any Party of any obligation due under this Agreement prior to the event of force majeure.

- 13) Any of the following events shall constitute an event of default:
- a) Failure to comply with Standards of Performance in maintenance of the Ad-ON KIOSK and to the franchisee.
 - b) Any party to this agreement has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.
 - c) Any representations made or warranties, given by any party to this agreement under this Agreement have been found to be false or misleading
 - d) Failure to make payments already due to Franchisee as per the terms and conditions of Agreement.
 - e) On notice of either parties to this agreement 90 days prior to the date of termination or any other period of time as agreed between the parties.
 - f) The present agreement shall be terminated after expiry of 3 years from the date of this execution.
 - g) The present agreement shall be terminated any other time as party may agree too.

- 14) Payments due to the Franchisee under party in ONE PART Events of Default
- a) Without prejudice to the other rights of Franchisee in case of termination, Party in ONE PART shall pay all the dues payable to Franchisee on the date of termination.
- b) Franchisee unconditionally reserves the right to claim from party in FIRST PART any expenses or losses in the event of fault on the part of party in ONE PART.
- 15) Franchisee during the term of this agreement and after its termination shall not reveal any information or provide data directly or indirectly pertaining to the trade secrets and clients of party in First Part herein with out any prior consent of the party in PART ONE whether impliedly or expressly to other any agency.
- 16) The party on the OTHER PART shall be entitled to provide the AD ON at variable rates to the consumer above the lending price.
- 17) The party in FIRST PART shall provide needed software tools/ applications the OTHER PART which enables the franchisee to execute the given responsibilities successfully.
- 18) That a new connection of AD ON KIOSK in the local area or project area of the party in other part shall be provided and approved after approval of the both the parties of the this agreement and shall approve the new connections of AD ON KIOSK however operationalization of these new connections would be the primary responsibility of the operationalization of the AD ON KIOSK shall be of the party in

ONE PART.

- 19) The party in ONE PART shall provide all necessary support and guidance to the party in OTHER PART in undertaking the requisite roles and responsibilities for contract period. The party in One PART shall provide necessary training, to build capacity of the party in other part to manage commercial responsibility within one month of the date of signing of the contract. The party in ONE PART shall also provide all the advertising material similar to the material use by party in OTHER PART including visiting cards with names and contact details of the party in OTHER PART at not cost of the party in OTHER PART.
- 20) The party in part one shall provide a copy of detailed consumer ledgers pertaining to Project Area or local area to the party in OTHER PART.
- 21) The party in part one shall provide Pre printed bill books, money receipts in the shape of paper roll or MR books would be provided by the DISCOM to the franchisee to the party in OTHER PART.
- 22) This Agreement has been executed and delivered in India and its interpretations, validity and performance shall be construed and enforced in accordance with the laws of India and also the laws applicable to the State of Mumbai and Maharashtra. Any dispute arising out of compliance/ non-compliance of this Agreement shall be exclusively under the jurisdiction of Competent Courts in Maharashtra.

SIGNED, SEALED AND DELIVERED BY)

The within named "ONE PART")

M/s. Reallife ATO Systems Pvt. Ltd.)

Represented by its Proprietor/ Partner/)

SIGNED, SEALED AND DELIVERED BY)

The within named "Service Contractor")

Mr. _____)

Represented by its Proprietor)

Ref: 01- Ref: 02-

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