



ZOOTIZ FRANCHISE PROPOSAL

(STORE AND PACK BUSINESS)

Project Leaps, Bangalore are distributors of genuine brands perfumes, cosmetics, ladies apparel, ladies bags, sunglasses & ladies footwear. We also own and manage the online store www.zootiz.com.

Key features of Zootiz online store

- Reasonable discounts coupled with awesome cash back coupons and offers.
- The innovative market strategy of having established a number of online store points has enabled us to conquer a good market share of online sales in multiple cities in India. The same is being replicated in other cities.
- Offering next day delivery to our customers in many cities. To achieve further growth and become a national leader in online sales, we would like to extend this service to other cities in India.

To achieve this we are looking to appoint Franchisees in select cities who would serve as a storing and packing hub in that city.

Financials

- Products purchase: Starting at Rs.50,000/- to Rs.5,00,000/-. One can purchase any number of collections/brands.
- Stocks: Stocks provided will be offered at a discounted value ranging from 50% to 60% depending on the products purchase value.
- Profits: Difference between selling price and purchase price.
- Storeroom: 100 to 200 sq. ft. depending on the quantity of products purchased. The products can be stored at home. Commercial premises not a must.
- Marketing & Sales: Solely by the company.
- Payment gateway/COD charges: Solely by the company.
- Delivery cost: Solely by the company.
- Packing material: Provided by the company.
- Customer support: Provided by the company.
- Franchisee work: Storing products and simple packing of orders and labeling. Soft copy of packing labels will be provided by the company.
- (Optional) To increase your profits we provide you, your branded online store with domain, hosting & SSL certificate at a subsidized rate of Rs.3,000/-. Our company will share 30% of advertising expenses for your store.

Annual Returns Guarantee

30% of the initial products purchased value or yearly sales profits whichever is higher.

Products buyback policy

The unsold products at the end of the term shall be bought back by the company after a 10% deduction of purchase value.

Term of Association

The term of the agreement will be 3 years with a lock-in period of 1 year. Exit policy: 3 months written notice after the lock-in period.

Current Brands

- Alfred Dunhill, Estee Lauder, Antonio Banderas, Ferrari, Rimmel London, Yves Rocher, Benetton, Hugo Boss, Mont Blanc, Lacoste, O.P.I., UDV, Police, Versace, Nike, Kamasutra, DKNY, Chambor, Colorbar, Mirabelle, Denver & La Firangi.

Upcoming collections

- Wallets, belts, fashion jewelry, sarees, lehenga, churidar, gents footwear, gents clothing and sportswear.

PROJECT LEAPS (Corporate Office)
177, Sumahan Towers, MIG 707, 4th Phase,
Yelahanka New Town, Bangalore - 560064

Email: support@projectleaps.com
Store: www.zootiz.com
Whatsapp No.: 9538488488

FRANCHISE AGREEMENT

This Agreement is made and entered on the Day of 2020 between PROJECT LEAPS (Hereinafter called as Franchisor which expression shall include its successors and assigns), having its office at No. 177, MIG 707, "Sumahan Towers", 4th Phase, Yelahanka New Town, Bangalore 560064, represented by its Mr. S/o, age around years on the ONE PART

AND

Mr./Mrs. S/o Mr. (Hereinafter called as Franchisee which expression shall include its successors and assigns), residing at, age around ... years on the OTHER PART

Whereas the Franchisor runs an online store in the name and style of Project LEAPS (www.zootiz.com) and Franchisor has vast experience in online sales and products procurements

AND

Whereas the Franchisee recognizes the benefit to be derived from being the Franchisee of the Franchisor

Now therefore in consideration of the premises and mutual convenes and promises made hereinafter the parties hereto agree as follows:

Both parties agree to enter into an agreement under the following terms and conditions:

Section 1: The Agreement

- 1.1 "www.zootiz.com" is an online store owned and operated by the Franchisor.
- 1.2 Franchisor has MOUs with various companies for supply of perfumes, deodorants, cosmetics, ladies apparel, ladies bags and sunglasses. Such products are authentic brands having high demand in India. Franchisor reserves the right to add, alter, modify and/or discontinue products sold on the said online store at any time.
- 1.3 This Agreement between the Franchisee and the Franchisor begins on the day of the signing of this agreement, and continues until

Section 2: Franchisor Responsibilities

- 2.1 Franchisor shall operate its online store www.zootiz.com at its own cost.
- 2.2 Franchisor shall promote its store/products through advertising & promotions through its national campaign and Franchisee shall not pay any part of such costs incurred by the Franchisor.
- 2.3 Franchisor shall pay the costs towards all forms of Marketing & Sales and the Franchisee shall not pay any part of such costs incurred by the Franchisor.
- 2.4 Franchisor shall provide courier services through its partner alliances for delivery of goods sold to its customers. All courier costs shall be paid by the Franchisor.
- 2.5 Franchisor shall be solely responsible for providing customer service to all its customers.
- 2.6 Franchisor shall address customer complaints and will keep the Franchisee indemnified against any such claims settlements arising out of such complaints.
- 2.7 Franchisor agrees to dispatch the stocks to the Franchisee within 2 business day after receiving the payment and share the consignment details with Franchisee.
- 2.8 Franchisor shall provide all packing material, invoices and labels (soft copy) to the Franchisee.
- 2.9 Franchisor shall send the daily orders report to the Franchisees registered email id on each day before 12 noon excluding Sundays and public holidays.

2.10 Franchisor shall send the returns report to the Franchisees registered email id as and when such requests of returns/cancelations are made by its customers.

2.11 Franchisor shall pay all Import duties, Goods & Services Taxes (G.S.T) related to the online products purchases and sales.

2.12 Franchisor shall send the monthly sales reports to the Franchisee's registered email on or before the 22nd day of the concluded month of sale.

2.13 Franchisor shall pay to Franchisee the monthly sales amount as stated in clause 4.3 (a) of this agreement.

2.14 Franchisor shall pay to Franchisee the minimum annual returns amount as stated in the clause 4.3 (c) of this agreement.

Section 3: Franchisee Responsibilities

3.1 Franchisee shall pay to Franchisor the products purchase value as stated in clause 4.1 of this agreement.

3.3 Franchisee shall provide necessary premises to store the purchased stocks from the Franchisor and shall be solely responsible for its safety.

3.4 Franchisee shall ensure that the said premise is accessible between 11 a.m. to 7 p.m. on all working days for deliveries and pick-ups of the stocks, orders and returns/cancellations.

3.5 Franchisee shall have a computer/laptop with Wi-Fi connectivity and printing facilities at the said premises.

3.6 Franchisee shall maintain and daily update the stock register as per the guidelines given by the Franchisor.

3.7 Franchisee shall pack the orders strictly as per the instructions of the Franchisor. No other materials of any nature should be included in such packing without the written consent of the Franchisor. Any breach of this clause by Franchisee shall result to the Franchisee paying the Franchisor damages as claimed by the Franchisor and/or termination of this agreement.

3.8 Franchisee shall properly pack all the orders of the day with the correct label and invoices affixed on it and keep it ready for pick-up by the Franchisor's assigned courier by 5 p.m. or as agreed with the local branch of the courier on all working days.

3.9 Franchisee at its sole discretion may appoint an office assistant at its own cost for such packing work but will remain solely responsible for ensuring all guidelines issued by the Franchisor.

Section 4: Payment

4.1 Franchisee hereby pays the Franchisor a sum of Rs...../- (Rupees Lakhs) towards purchase of stocks. The said sum is paid through NEFT/RTGS/ Internet banking/Debit or Credit card from Bank, Branch, A/c Name having A/c number on

4.2 All such payments by the Franchisee to Franchisor shall be made to the following Account of the Franchisor:

- A/c Name: Project LEAPS
- Bank Name: HDFC Bank Ltd.
- Branch Name: Yelahanka, Bangalore
- A/c No.: 50200024599731
- IFSC code: HDFC0004228

4.3 During the tenure of this agreement the Franchisor shall pay to Franchisee the following monthly and annual payments:

- a) A sum equal to the total monthly sales from the stocks held by the Franchisee in each completed month. The sales amount will be inclusive of taxes, delivery & handling charges but exclusive of discounts and/or offers.
- b) All amounts towards monthly sales stated above shall be paid on the 30th day of the completed month.
- c) Annual returns earned by Franchisee shall be calculated as (Sum received as per clause 4.3(a) less amount paid by Franchisee as per clause 4.1 of this agreement towards the sold products). In case, the total annual returns received by the Franchisee from Franchisor is less than 30% of the amount stated in clause 4.1 of this agreement then Franchisor agrees

to pay the Franchisee a sum equal to the deficit amount of 30% of the amount stated in clause 4.1 of this agreement towards minimum annual returns. Such amounts towards minimum annual returns stated above shall be paid on the 31st day of the next following year.

4.4 All such payments by the Franchisor to Franchisee shall be made to the following Account of the Franchisee:

- A/c Name:
- Bank Name:
- Branch Name:
- A/c No.:
- IFSC code:

Section 5: Rights

5.1 The logos, trademarks and any copyrights belonging to the Franchisor or its associates will remain the property of the Franchisor or its associates at all times. Franchisee has the right to use the logos, trademarks and copyrights only for the purposes for which the Franchisor has granted written permission to the Franchisee.

5.2 Any misuse of the Franchisor or its Associate's logos, trademarks or copyrights will result in termination of this agreement and/or penalties levied by the Franchisor and/or Associates on the Franchisee.

5.3 All data provided by Franchisor to Franchisee solely belongs to the Franchisor at all times and must be kept strictly confidential and should not be used/shared/revealed by the Franchisee without the written permission of the Franchisor. Any misuse of such data by the Franchisee will result in termination of the agreement and or penalties levied by the Franchisor.

Section 6: Validity, Renewal and Termination

6.1 This franchise agreement is valid for a period of three years from to

- 6.2 At the end of the term, the agreement may be renewed with mutual consent of both the Franchisor and Franchisee and a new agreement shall be signed on the mutually agreed terms.
- 6.3 This agreement cannot be terminated by either the Franchisor or Franchisee during the first 12 months until Both the Franchisor and Franchisee may terminate this agreement after the said period of 12 months by giving a written notice of three months to the other without assigning any reasons thereof.
- 6.4 On termination or early termination of this agreement Franchisee agrees not to use any logos, trademarks and any copyrights belonging to the Franchisor or its associates.
- 6.5 On termination or early termination of this agreement Franchisor agrees to buy back all the unsold stocks in good condition held by the Franchisee. The buyback value of returned stocks shall be calculated at 90% of the unsold stock's purchase value.
- 6.6 On termination or early termination of this agreement Franchisee agrees to return to Franchisor all remaining packing material held in its custody.
- 6.7 On termination or early termination of this agreement Franchisor agrees to pay to Franchisee any dues towards the monthly sales as stated in clause 4.3(a) of this agreement. Such amounts shall be calculated for the said month till the date of termination or early termination of this agreement.
- 6.8 On termination or early termination of this agreement Franchisor agrees to pay to Franchisee any dues towards the minimum annual returns as stated in clause 4.3(c) of this agreement. Such amounts shall be calculated for the said year till the date of termination or early termination of this agreement.

Section 7: Violation

- 7.1 Both Franchisor and Franchisee have every right to immediately terminate this agreement with each other if any part of this Agreement is violated by Franchisor and / or Franchisee.
- 7.2 Under no circumstances Franchisee shall claim or represent that he / she is a partner of Franchisor nor shall Franchisee claim a stake in the business of the Franchisor.

Section 8: Arbitration and Jurisdiction

All disputes and differences of whatsoever nature arising out of this Agreement whether during its term or after expiry thereof shall be referred to a sole arbitrator mutually agreed upon by both the Franchisor and Franchisee, whose decision will be final on every matter arising hereunder. The venue of arbitration shall be Bangalore city only.

The Agreement will be in effect from subject to the terms set forth above. This Agreement is valid until

In witness whereof the parties above named and have signed the above presents, in the presence of the following witnesses:

WITNESS-1

FRANCHISOR

WITNESS-2

FRANCHISEE

Notary Signature and Seal: