



MEMORANDUM OF UNDERSTANDING

It is agreed by the two parties to this MOU that, upon receipt of a payment of Rs. **300000/-** (three lacs) One time NON REFUNDABLE Franchise fees for single unit franchise ,at the designated account – **PARMOD KUMAR** shall provide the following products and services to the second party:

Full Time on job Training at GURGAON (HARYANA).

Trained Instructors to teach you all aspects of our Exciting CARIBBEAN PIZZA BUSINESS.

Training will be provided at our fully equipped Training centre facility.

Website presence for your Business at www.caribbeanpizza.in

Complete Tool Set to get started.

START UP KIT WHICH INCLUDES:-

On job training, Business training , CARIBBEAN RECIEPS , OPERATIONAL MANUAL ,OUTLET MANUAL, KITCHEN TIPS , Commercial PIZZA deck OVEN 1, Grill machine 1, French fries fryer 1, pizza cutter 2, lifter 1, chop board 2, knives, sharpener stone, PROMOTIONAL , T shirts (as per size), caps, SEASONINGS, Chilly flakes & oregano sachets, 7,10,12 INCH PIZZA PANS WITH LIDS , Business Training, stay / food facility during training , Expertise , Company support & Encouragement.

NOTE- This welcome kit will be provided only once to get you started, later franchisee will have to purchase supply from company as per their requirement. Franchisee agrees to buy supply from company in branding & also agrees to use the premixes, dips, seasonings at CARIBBEAN PIZZA franchisee Outlets in company recipes & business format. All the supply will be to pay basis & courier/Transport charges will be paid by Franchisee. Software will be provided only once, initial training, installation will also be once, changes on software, upgrading menu, rates, etc will be chargeable & franchisee will bear the extra charges for any such changes in future, franchisee will pay this charges directly to the relevant company, (Rates of Seasonings , rates of Marinades are subject to market conditions & can be changed without any prior notice).

Telephone/Email Consultancy from our CEO to help resolve local problems and help grow your business.

Free training should you need if any time later. You just have to meet all your expenses here. Free House facility will be provided.

Free Pick up and drop to local RAILWAY STATION/BUS STAND/TAXI ON DEMAND

Free Accommodation. Food included. You can bring one additional team member for training who will share the room with you.

Authorized Franchisee Certificate

Our Executive will visit your town/city for Inspection once outlet is ready AT LAUNCH.

The second party

1)

2)

Signing Authority

.....agrees to do the following:

1. Offers Counter sell / Take away /HOME DELIVERY/ Party orders of **CARIBBEAN PIZZA** in their authorized area location.
2. Conduct his/her business in a professional and ethical way so that it does not tarnish the name and Reputation of Brand name **CARIBBEAN PIZZA**.
3. To observe highest safety standards in KITCHEN & PROVIDE BEST SERVICE to potential customers where applicable.
4. Accepts all decisions made by **CARIBBEAN PIZZA INDIA** when it relates to disputes between Franchisees over Customers, Area of operation etc.
5. Not to set up Sub Franchisees or any other kind of Network anywhere on the name of **CARIBBEAN PIZZA** without our official concern. You are however free to appoint staff; commission agents etc to expand your business. Delivery Boys should be verified by ID DOCUMENT (minimum 12th pass), English spoken, Recommendation letter, shouldn't be eating Ghutka /tobacco/smoking at the time of Delivery or at outlet. SHOULDN'T HAVE CRIMINAL RECORD.
6. Franchisee will not keep any Chinese food items or Chinese counter inside or outside the premises, only Momos you are allowed to keep.
7. Franchisee will strictly follow signage design provided by company in branding, its color code, uniformity of **CARIBBEAN PIZZA** store.

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8. To refrain from any activity that hinders **CARIBBEAN PIZZA** in conducting its business in India/abroad.
9. To put adequate efforts including various resources so that your business grows.
10. Renewal of agreement will be **done once** in 3 years of every franchise location.
- 9) To indemnify **CARIBBEAN PIZZA** from any loss caused to the second party or its customers/public in case of any accidents caused directly or indirectly in the promotion/execution of the project.
- 10) Understands that there are no guarantees offered by **CARIBBEAN PIZZA** of any kind,
- 11) Understands that the jurisdiction for any law suits filed against **CARIBBEAN PIZZA INDIA** should be in at GURGAON Court.
- 12) Understands that no Royalty payment or refund or any compensation of any kind is due BY **CARIBBEAN PIZZA INDIA** at any time.
- 13) Understands that there are no refunds once the **Rs.250,000/-** has been credited to the **CARIBBEAN PIZZA INDIA** designated bank account.

- 14) Understands that **CARIBBEAN PIZZA INDIA** has up to 30 days from receipt of Funds to provide the Start up kit Goods and Services to the second party.
- 15) Understands that **CARIBBEAN PIZZA INDIA** reserves the right to substitute goods and services or rates based on market conditions.
- 16) Understands that **CARIBBEAN PIZZA INDIA** have the right to appoint additional franchisees/agents in specified larger AREA ABOVE **4 KM** IN YOUR town/city. As few of the franchisee outlets are on rented basis, franchisee will be allowed to change outlet location in the same authorized territorial area of 4km , Incase franchisee has to change the outlet location in some other location above their previous location then franchisee agrees to pay rupees **10000/-** to franchisor for new process/service, relocation charges ,etc. and also agrees with franchisor to appoint new franchisee outlet in old location, If franchisee wants to shift his outlet to some other city then franchisee agrees to pay **150000/-** as franchisee fees for new location & also agrees to do business, Interior, etc in **CARIBBEAN PIZZA INDIA** company format, protocol & agrees in written, welcome Kit will not be provided in this matter.
If franchisee has to discontinue or close the franchisee outlet or hand over running business to other party/Management, franchisee will inform company first, and the new processing fees will be **25000/- & new agreement will be signed with the new party/Management**,
If this is not followed franchisee will be liable for legal action & penalty or will be officially terminated, Partner/Third party will run business in branding protocol & abide to all rules of **CARIBBEAN Food & Beverages**.
- 17) Understands that **CARIBBEAN PIZZA INDIA** may discontinue the relationship if the franchisee does not carry out the business in a fair and professional manner or brings disrepute to **CARIBBEAN PIZZA Brand** or conducts activities that are detrimental to the smooth working of the organization/ network. No refunds will be made in any cases and franchisee will be Terminated .
- 18) During the Training period at **CARIBBEAN PIZZA INDIA** offices HQ, the Trainee
will be responsible for his or her own Travelling (TRAIN, AIR, BY ROAD/Personal/Medical expenses).
- 20) Understands that **CARIBBEAN PIZZA INDIA** will not be responsible if ANY
Activities are controlled or
Banned by the Municipal corporation/government in your city . Franchisee Agrees to follow

Local rules & regulations wherever applicable .

- 21) The franchisee will have to take **SHOP ACT LICENSE , FOOD ,hygiene & Food safety CERTIFICATE**, or any other legal permissions whichever & wherever necessary as per their location & city norms.

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22) The Franchisee will submit a work/activities report in the prescribed format to our HQ via Email. This is in your own interest to make sure that you make adequate efforts to promote your business and keep your commitments to your customers. Customer Feedback form should be strictly kept at reception.

23) The Franchisee undertakes to co-operate and work closely with the **CARIBBEAN PIZZA INDIA** so as to improve service, sales and public relations. They also undertake to provide honest references to people who aspire to start Franchises based on their training & follow up services offered by **CARIBBEAN PIZZA INDIA**.

24). The Franchisee undertakes to handle any electric equipments /kits etc supplied as part of the package with utmost care and understands that **CARIBBEAN PIZZA INDIA** is not responsible for any defective parts, once they are handed over to the Franchisee in working condition. No Warranty for any Electrical Equipments, in case of repair, you will have to bear logistic charges only or repair it at local end. Company will not be responsible if any Damages are done to supply during transit of goods via logistics or courier due to their Mishandling.

25) The Franchisee will not print pizza Cartons ,burger boxes, T shirts, etc or will not pirate **CARIBBEAN PIZZA TRADE MARK** in any matter without permission, whatever Extra requirements of cartons, equipments, delivery box, FOOD PRODUCTS etc franchisee will order at extra charges wherever applicable, logistics will be at actual, Taxes at actual, supply will be provided in a weeks period or earliest .

In case of pirating CARIBBEAN PIZZA brand Trademark, products, design, opening other franchisee without official permission, or printing of any cartons, sachets in CARIBBEAN PIZZA brand name, will be

liable for Legal action & will be liable to pay **2000000/-** INR AS PENALTY TO **CARIBBEAN Food & Beverages**.

26) Franchisee will purchase supply from company & has to clear outstanding within 10 days if any credit or penalty of 500 rupees will be fined after Over Due period of 10 days of non Payment.

27) The Franchisee will be responsible for any kind of loan acquired for business from bank or any other financial resource. **CARIBBEAN PIZZA INDIA** will not entertain such matters whatsoever. Also rents & deposits of premises where CARIBBEAN PIZZA is operational will be paid by franchisee.

28) In case of any damages to equipments during running business or any damage due to natural calamities, or any other reason **CARIBBEAN PIZZA INDIA** will not be liable for refund or compensation , we can help you to re start the business with extra payment wherever applicable, in such case you do not have to pay FRANCHISE FEES AGAIN.

29) Franchisee agrees to pay all Taxes applicable in the city as per the rules & regulations for e.g.

Service tax , vat ,Income tax, municipal tax , etc

Any penalty or any legal complication, complain BY CUSTOMER or by any other resource franchisee agrees to solve it at their local end,

30) In case of disputes in Partnership or takeover of running store first franchisee agreement will

be terminated & new agreement will be signed with new partner/franchisee.

Old franchisee agrees to give NOC in written.

Franchisee accepts to follow all rules & regulations mentioned in this agreement.

CARIBBEAN PIZZA INDIA(FRANCHISOR) will not be responsible for any damage or reimbursement or penalty of any kind.

The undersigned here by agree to conduct business as per terms described above. They also undertake to keep matters relating to the business confidential.

AGREED BETWEEN THE TWO PARTIES:

For

1)

2)

(Franchisee).....Signature.....

Date:

For CARIBBEAN PIZZA INDIA,

Mr PARMOD KUMAR (President & CEO)

Signature.....Position.....**PROPRIETOR**.....

Date:

Witness #1: Signature.....Name:.....

Date: