

TO: KEDIA INFOTECH LTD, Secunderabad – 500 003, India : In order to induce you to appoint me/us as one of your Franchisee, I/We am/are submitting my/our application information and documents as given below and signing this document I/We accept the terms in Franchisee Agreement attached.

PERSONAL INFORMATION		BUSINESS		INDIVIDUAL	
<b>APPLYING AS</b>	<input type="checkbox"/> FEBA	<input type="checkbox"/> CEBA	<input type="checkbox"/> IBA	<input type="checkbox"/> EBA	
<b>YOUR NAME</b> (Applicant Authorized Signatory)	MR/MS/Dr				PASTE PHOTO
<b>YOUR FIRM'S NAME</b> (If Applicable)	M/s				
<b>Date of Birth / Firm's Registration Date</b>					
<b>YOUR / FIRM'S LEGAL CONSTITUTION</b>	<input type="checkbox"/> Individual	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Pvt/Ltd Company	<input type="checkbox"/> Others
<b>BUSINESS ADDRESS (Location)</b> (From Where Services will be Provided)					
<b>LANDMARK</b>			<b>LOCALITY/MARKET</b>		
<b>BLOCK/TEHSIL</b>			<b>CITY/VILLAGE</b>		
<b>STATE</b>			<b>DISTRICT</b>		
<b>POSTAL CODE</b>			<b>COUNTRY</b>		
<b>OFFICE / RESIDENCE PLACE</b>	<input type="checkbox"/> Rented	<input type="checkbox"/> Owned	<b>PAN CARD NO</b>		
<b>PERMANENT ADDRESS</b> (As per KYC Documents Provided)					
<b>REGISTERED MOBILE NO</b> (To be Used for ESEVA ID)				<b>ALTERNATE MOBILE NO</b> (Mandatory)	
<b>EMAIL</b> (To be Used for ESEVA ID)					
<b>WHICH DO YOU HAVE</b>	PC with Internet Connection <input type="checkbox"/> YES <input type="checkbox"/> NO		Mobile with Internet <input type="checkbox"/> YES <input type="checkbox"/> NO		Printer ? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>YOUR PRESENT OCCUPATION</b>	<b>ANY OTHER DEALERSHIP</b>				
<b>INTEGRATION FEE PAYMENT</b> DD in favour of M/s KEDIA INFOTECH LIMITED payable at Hyderabad					
<b>ANNUAL INTEGRATION FEE</b>	Rs.	<b>Cheque/DD/Online No.</b>	<b>Bank Name</b>	<b>Branch</b>	<b>Date</b>
<b>KYC DOCUMENTS REQUIRED (Attach Self attested Photocopies Only and Tick Any One of Each Proof)</b>					
<b>1. PROOF OF IDENTITY</b>	<input type="checkbox"/> Pan Card	<input type="checkbox"/> Driving License	<input type="checkbox"/> Passport	<input type="checkbox"/> Voter Card	<input type="checkbox"/> Other
<b>2. PROOF OF ADDRESS</b>	<input type="checkbox"/> Ration Card	<input type="checkbox"/> Electricity Bill	<input type="checkbox"/> Telephone Bill	<input type="checkbox"/> Aadhaar Card	<input type="checkbox"/> Other
<b>3. PROOF OF FIRM</b>	<input type="checkbox"/> Partnership Deed	<input type="checkbox"/> Certificate of Incorporation	<input type="checkbox"/> Certificate of Registration	<input type="checkbox"/> Bank Statement	<input type="checkbox"/> Other
<b>DECLARATION</b>					

I/We confirm I have read, understood and accept the Franchise Agreement attached and I/We Hereby sign below as conclusive acceptance to the same. I/We also understand that there may be further modification from time to time to this agreement & Conditions on company specified website (esevaworld.com) & I/We undertake to obtain and revise them. I will be bound by the terms & conditions enforce on the effective day. I/We undertake that the information/documents provided are true and correct to the best of my/our knowledge and are based on documentary evidence. No material fact has been concealed and no part of the documents/information provided is/are false /fabricated. I/We understand and agree that the integration fee is not refundable under any circumstance. I/We understand that the final decision on acceptance/rejection of my/our application to appoint me/us as franchisee exclusively rests with Esevaworld only. I/We clearly understand that in case the information provided is found false/ fabricated the Franchisee agreement may be terminated. It is certified that the person(s) signing the Franchise Application has full authority to do so and there by binds the Franchisee to the terms of the Franchisee Agreement attached therewith. I/We fully understand and permit Esevaworld, if they so desire, to perform necessary checks and verifications on me/us the establishment. No cash will be dealt directly or indirectly and company is not responsible for the same in any manner what so ever. I agree to accept receive promotional SMS and calls from Esevaworld.

FRANCHISEE SIGNATURE'S

EFFECTIVE DATE :

FOR OFFICIAL USE ONLY			
APPROVED BY CEBA ID		APPLICANT ESEVAWORLD ID	
APPROVED OFFICER ID		DATE & SIGNATURE	

## FRANCHISE AGREEMENT

- This Agreement ("Agreement") made at Hyderabad, on the date mentioned in the application attached to this Agreement ("Effective Date") between: (1) FRANCHISEE whose name and address are mentioned in the application attached to this Agreement, hereinafter referred to as the "Franchisee", which Franchisee shall be understood to be the Franchisee with the consent, shall mean and include successors, heirs, assigns, administrators, executors, on one part; AND (2) KEDIA INFOTECH LIMITED, a company registered under the Companies Act 1956, having its Corporate Office, S.D Road, Hyderabad 500003, INDIA, hereinafter referred to as the "EsevaWorld", which expression shall, unless repugnant to or inconsistent with the context, shall mean and include its successors and assigns, on the other part. Hereinafter the above parties together are collectively referred to as "Parties" and individually as a "Party". This Agreement between EsevaWorld and Franchisee is deemed to be executed on the date the Franchisee signs the application attached herewith and in token of accepting the terms and conditions of the Agreement. The Franchisee agrees to indemnify and hold EsevaWorld harmless from procuring, obtaining, stocking, merchandising, distributing, selling, promoting, advertising, marketing, providing EsevaWorld's products/services hereinafter referred as ("Products/Services") to customers and that EsevaWorld is agreeable for such an association subject to the covenants as set out hereunder. Now the Parties have agreed as follows:
- The location at which the Franchisee shall provide the Products/Services is the Franchisee's address as mentioned in the application attached to this Agreement ("Location").
  - The Franchisee shall perform all the covenants contained in this Agreement including the strict compliance of the Service Requirements, as stipulated by EsevaWorld from time to time as notified on its website [www.esevaworld.com](http://www.esevaworld.com).
  - This Agreement comes into force on the Effective Date mentioned in the Franchisee Application and shall remain current till terminated by either Party as per provisions contained hereunder.
  - It is clearly understood and agreed by the Franchisee that Annual Integration Fee paid is non refundable in any manner or under any circumstances. Prior to expiry of the said duration Franchisee should renew the integration by paying Annual Integration Fee as per rates and terms in vogue as stipulated by EsevaWorld from time to time as published on its website [www.esevaworld.com](http://www.esevaworld.com).
  - DEFINITION: Following meaning unless the contrary intention appears:
    - "Commission Rates" means the Service Charges payable by EsevaWorld to the Franchisee in connection with its offering of the Products/Services.
    - "Customer" or "Customers" means person(s) who wishes to avail the Products/Services by visiting the Franchisee.
    - "Effective Date" means the date on which the attached application is signed by the Franchisee.
    - "Location" means the Business Address as mentioned in the attached application from where the Franchisee shall provide the Products/Services.
    - "Operation Time" means the timing during which at which the Franchisee shall offer Products/Services to the Customers visiting the Location which shall be around the clock every Operation Day.
    - "Operation Days" means the working days (Monday-Sunday) on which the Franchisee shall provide the Products/Services at the Location.
    - "Promotional Material" includes if any advertising/marketing collaterals, promotion activities provided/organized by EsevaWorld for display/performed at the Franchisee Location. It is clearly understood by the Franchisee that the aforesaid materials are the exclusive property of EsevaWorld and are returnable on demand.
    - "Service Charges" means the discount/fee/margin paid by EsevaWorld to Franchisee for providing Products/Services to Customers.
    - "Service Requirements" means the governing methods/ processes / procedures / formalities, documents and other policies, procedures, rules and regulations etc., as amended and notified by EsevaWorld from time to time under which the Franchisee is to offer the Products/Services.
    - "Software" means the software/system owned by EsevaWorld which may be installed by or accessed by the Franchisee.
    - "Franchisee" or "Distributor(s)" means individual(s)/User(s)/person(s) who wish to avail the Products/Services of EsevaWorld as IBA/EBA/FEBA/CEBA & Distributor to earn service charges.
    - "SMS" shall mean short message service available on wireless phones.
    - "Term" means the term of this Agreement commencing on the Effective Date and ending on the earlier of Termination.
    - "Terminal" means any computer, laptop, computer/Handheld for accessing ESEVAWORLD web server system via Internet, SMS for the purpose of Products/Services.
    - "Termination" means termination of this Agreement.
    - "Transactions" means debit/credit of amount by Franchisee from his EsevaWorld Account with the Customer and/or EsevaWorld.
  - REFERENCES TO CERTAIN LAWS: In this Agreement, reference is made to certain laws, which shall mean and include:
    - a group of persons is a reference to any two or more of them jointly and to each of them individually; ii. anything (including an amount) is a reference to the whole and each part of it; iii. law means common law, principles of equity and laws enacted by parliament including laws made by State, Territory and government and regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of any of them; iv. the word "person" includes a body corporate, a partnership, a trust, cooperative society, and an authority; and v. the words "including", "for example" or "such as" do not limit the meaning of the words which follow thereafter. vi. Singular includes the plural and vice versa. Further, him/his includes her/she and vice versa. vii. In this Agreement, headings are for convenience only and do not affect the interpretation of the Agreement.
  - Franchisee shall at all times provide the Products/Services in accordance with the terms and conditions contained in this Agreement as amended and as per orders/instructions issued by EsevaWorld from time to time as published on its website [www.esevaworld.com](http://www.esevaworld.com).
  - In providing the Products/Services, the Franchisee shall ensure that it complies with all applicable laws and regulations including, but not limited to, laws, rules and regulations regarding privacy and protection of data, record keeping, suspicious transactions, reporting etc.
  - Any taxes charges/implications or levies imposed on the Products/Services of a Franchisee hereunder (including without limitation, income taxes, service tax, VAT and withholding taxes etc.) shall be paid by the Franchisee and not by the Customer or EsevaWorld in any manner whatsoever.
  - Franchisee shall at all times hold all licenses and permits required to provide the Products/Services.
  - In providing the Products/Services, the Franchisee shall at all times comply with the service requirements contained herein and as stipulated by EsevaWorld from time to time.
  - Franchisee shall always and at any time have sufficient cash/funds available as required to satisfactorily perform this Agreement and provide the Products/Services to all the Customers visiting the Franchisee. Franchisee shall make payments in connection with the Products/Services, as required by law or regulation, by account payee cheque in case the amount exceeds Rs. 10000 (Rupees Twenty Thousand) as amended from time to time by EsevaWorld as published on its website [www.esevaworld.com](http://www.esevaworld.com).
  - Franchisee shall hold all monies related to the Products/Services in trust for and on behalf of EsevaWorld and shall not pledge, encumber, transfer or utilize the same in any manner whatsoever.
  - EsevaWorld may provide the Franchisee with the formats of the stationery necessary to offer the Products/Services and the Franchisee shall not use any other stationery or materials for providing the Products/Services. Franchisee agrees to print the formats at his own cost and not claim the same from EsevaWorld.
  - Under no circumstances shall the Franchisee impose any fees or charges in any manner whatsoever, on any Customer for the Products/Services. In the event any Customer complains and EsevaWorld finds the Franchisee contravening the aforesaid, it shall impose a penalty on the Franchisee as mentioned in this Agreement and/or terminate this agreement by taking any other legal action it may consider fit. The decision of EsevaWorld shall be final and binding on the Franchisee.
  - Franchisee shall not make any representation regarding the Products/Services which is inconsistent with the representation approved by EsevaWorld from time to time as published on its website [www.esevaworld.com](http://www.esevaworld.com). Franchisee shall at no time have the authority to demand EsevaWorld to provide access to any specific Products/Services.
  - EsevaWorld, its authorized representatives or statutory agencies may at any time visit Franchisee's Location for the purpose of inspecting and/or auditing the Franchisee's compliance with the terms and conditions of this Agreement, including but not limited to, the Franchisee's compliance of the laws, regulations and policies, and that Franchisee agrees to extend all reasonable and necessary assistance to EsevaWorld and any statutory agencies.
  - Franchisee shall retain and not delete any records relating to each transaction conducted by him for a period of not less than Three (3) Years and produce the same to EsevaWorld on demand without demur, contest or protest.
  - For the services provided by the Franchisee, EsevaWorld shall give the Franchisee Service Charges applicable to the Products/Services as notified by EsevaWorld from time to time as per the terms and conditions in vogue as published on its website [www.esevaworld.com](http://www.esevaworld.com).
  - It is clearly understood and agreed by the Franchisee that EsevaWorld is not liable to make any payments to Franchisee towards SMS, internet, telephone, call charges or any other charges or taxes etc. incurred by the Franchisee in providing Products/Services.
  - Franchisee shall advertise and promote the Products/Services near and around his Location at its own Cost.
  - Franchisee shall exclusively use the Promotional Materials provided by EsevaWorld at prominent and appropriate exterior and interior locations in a manner that the Franchisee is prominently visible to the Customers and public. The Franchisee shall not use any other advertising or promotional material (including its own advertising or promotional material) except with the prior written consent of EsevaWorld.
  - Franchisee shall display all such symbols and names as well as promotional materials given by EsevaWorld, on its premises, place(s) of business, establishment(s) as in the public about the Services. Franchisee's right to use or display EsevaWorld's symbols and names shall be in full and complete conformity with the terms of this Agreement together with such promotional materials, if any, as EsevaWorld may require the Franchisee to display.
  - Franchisee irrevocably authorizes EsevaWorld to include the Franchisee's name in any catalogue, directory or any other promotional material including its website as may be prepared or produced by EsevaWorld.
  - Upon initiation by EsevaWorld, Franchisee shall not object, contest or protest in any other form of promotion which in the opinion of EsevaWorld, in its absolute discretion will jeopardize EsevaWorld's business interests.
  - Franchisee shall not during the Term of this Agreement act as an agent, distributor, dealer, franchisee or representative (by whatever name called) of any other party, other than the EsevaWorld, which having business similar to that of EsevaWorld and/or providing Products/Services similar to that being provided by EsevaWorld. Franchisee agrees that the decision whether a business/ Products/Services is similar to that of EsevaWorld rests with EsevaWorld only.
  - Franchisee agrees on its own behalf, and on the behalf of its affiliates, subsidiaries, employees, officers, s and directors/partners, that neither it nor they will, during the Term of this Agreement and for one year after its expiration or termination act as an agent, distributor, dealer, franchisee or representative (by whatever name called), or represent or operate as principal, another service or any business which would involve the Franchisee, its affiliates, subsidiaries, employees, officers or directors/partners engaging, contracting, representing, or other representative of EsevaWorld. When providing the Products/Services, the Franchisee shall act as an independent vendor/contractor, acting in his/her own name, at his/her own responsibility, and for his/her own account. Further that the Franchisee is not an employee or agent of EsevaWorld, nor a partnership, joint venture, or collaboration created between the Franchisee and EsevaWorld. Franchisee is not authorized to incur any debt or other obligation of commitment in any manner whatsoever on behalf of EsevaWorld.
  - That Franchisee shall give all such information on such forms and formats or otherwise as may be desired by EsevaWorld, from time to time. Further, the Franchisee agrees to supply without restriction, demur or protest, access to his records referred in the Agreement to EsevaWorld for the purpose of inspection, audit and review of the same. Furthermore the Franchisee acknowledges and agrees that the records referred in this Agreement shall remain at all times the property of EsevaWorld, and that Franchisee shall hold the records as EsevaWorld's property.
  - The Franchisee represents and warrants that it will not collect, retain, process or otherwise handle any personal data or information in respect of Customers without the prior written consent of EsevaWorld, except for the purposes of this Agreement.
  - Franchisee shall co-operate fully with the EsevaWorld implementing all procedures required for the protection of Customer privacy and confidentiality.
  - Franchisee assumes all risks and losses arising from or in connection with offering the Services, including, but not limited to, theft, forgery, manipulation, fraud, interpolation, robbery and damage, destruction, loss or disappearance to, or of, any property. Franchisee represents and warrants that it will not provide fake receipts to its Customers and shall only provide online receipts generated by the system against the payment received for Services/Products.
  - Notwithstanding anything to the contrary contained in this Agreement, EsevaWorld shall not be liable in any manner whatsoever, under any liability to the Franchisee or to any other party for any loss or damage (including consequential loss and/or damage, and/or loss of profit and/or loss of business) caused or incurred arising directly or indirectly relating to the Products/Services under this Agreement.
35. Franchisee acknowledges and agrees that all trade names, trademarks, service marks, copyright and other property rights of EsevaWorld will remain the exclusive property of EsevaWorld. Franchisee shall not assert any claim in respect of any such property rights, in any manner whatsoever, during the Term of this Agreement or its expiry thereafter.
36. Franchisee acknowledges and agrees that all Customer information is and will always remain the exclusive property of EsevaWorld only and shall not be transferred, disclosed or used by the Franchisee or any other party for any purpose, in any manner whatsoever without the prior written consent of EsevaWorld.
37. This Agreement shall come into force on the Effective Date and shall remain in full force and effect until terminated by either Party as per provisions contained hereunder. This Agreement shall be subject to the terms published on its website [www.esevaworld.com](http://www.esevaworld.com). This Agreement may be terminated by EsevaWorld forthwith if the Franchisee commits any breach of the terms of this Agreement.
38. Any termination shall not affect any liabilities incurred prior to the termination nor any provision expressed to survive or to operate in the event of termination, but without prejudice to the foregoing the sections of this Agreement including this section, shall remain in full force and effect notwithstanding termination.
39. EsevaWorld may, at its own discretion, terminate this Agreement forthwith and without notice and/or compensation if:  
a. Franchisee commits breach of any of the terms and conditions mentioned in this Agreement. b. Franchisee acts in a manner which the interests of EsevaWorld are prejudiced/jeopardized. c. Franchisee performance is found unsatisfactory by EsevaWorld. d. Franchisee goes into liquidation, insolvency, whether voluntary or compulsory or under the provisions of any enactment of statute or, enter into to a compromise with his creditors. e. EsevaWorld discontinues temporarily or suspends or permanently discontinues the Products/Services. f. Franchisee contravenes provisions of any statutory compliance / provision(s) of law(s). g. Franchisee's any of the representations or warranties contained in this Agreement are proved to have been incorrect or false at the time they were made; or h. The Franchisee fails to observe or perform any of its obligations under the terms of this Agreement, which failure is not remedied within THIRTY (30) Days after the Franchisee has been given written notice by EsevaWorld.
40. If Franchisee violates: a. the exclusivity provisions contained in the Agreement; or b. any law or regulation relating to the provision of the Product/Services, including but not limited to any limitations imposed on the Product/Services by Franchisee, then EsevaWorld shall have the right to terminate this Agreement, to assign any of its rights, benefits or entitlements under this Agreement to any other party in any manner whatsoever; or b. sell, transfer or otherwise dispose of a significant portion of its assets in any manner whatsoever.
41. EsevaWorld has the right to terminate this Agreement with less than THIRTY (30) Days notice to Franchisee upon any change of control ownership of Franchisee or upon the commencement against Franchisee of any proceedings relating to bankruptcy, insolvency, liquidation or similar proceedings.
42. Following Termination, the Franchisee shall: a. promptly, within Seven (7) Days, render a full accounting to the EsevaWorld with respect to the Products/Services and shall remain absolutely liable for all amounts, fees and other charges in connection with the Products/Services including but not limited to the amount of any foreign exchange gains owed to EsevaWorld in respect of the Product/Services, including any amounts remaining unpaid; c. immediately remove or permit EsevaWorld to remove all signs, displays or other materials containing EsevaWorld name or logo and shall immediately cease to hold itself out as providing Services; refer all inquiries regarding the Products/Services to EsevaWorld and shall at no time refer any such inquiry to a person offering a system in any way similar to the Products/Services; and d. discharge and release EsevaWorld from all obligations contained in this Agreement intended to continue in existence after Termination including, but not limited to, the obligations contained in this Agreement.
43. Waiver of a breach or any term or condition of this Agreement by either EsevaWorld or the Franchisee shall not be deemed or construed to be a waiver of any subsequent breach of the same or another term or condition.
44. Franchisee shall not at any time, in any manner whatsoever, assign any of its rights, benefits or entitlements under this Agreement to any other party in any manner whatsoever; or b. sell, transfer or otherwise dispose of a significant portion of its assets in any manner whatsoever.
45. The Franchisee represents that it has the requisite applicable capability required to satisfactorily execute the works contained in this Agreement. Also that the Franchisee and the signatory signing this Agreement for and on behalf of the Franchisee shall be duly authorized to execute this Agreement and that the Franchisee's obligations under this Agreement are legal, valid and binding obligations enforceable in accordance with its terms.
46. There are no legal proceedings pending against Franchisee, which may have an adverse material impact/effect on the Franchisee's ability to perform & meet its obligations under this Agreement. Franchisee confirms if any legal quasi judicial proceedings/actions are initiated, the same will be immediately notified to EsevaWorld.
47. Franchisee warrants that it shall always and shall always do in the future only such activities which are permitted under the law. b. It has never been convicted. c. It shall use all reasonable means possible to ensure no suspicious and/or convicted person(s) are employed by the Franchisee. d. It shall not use the Product/Services to do/carry out any illegal activity in any manner whatsoever. e. All statements of fact contained herein which are within the knowledge of the Franchisee are true and correct.
48. Nothing contained in this Agreement shall be affected due to any indulgence(s) and/or forbearance(s) granted/afforded by EsevaWorld to the Franchisee at any time.
49. If the performance by either Party of any of its obligations hereunder shall in any way be prevented, interrupted or hindered due to any act of war, civil disturbance, strike, lock out, natural calamities or restriction of any Government authority, server or network or both of telecommunication operator(s) not working/malfunctioning, systems and applications of EsevaWorld not working/malfunctioning, or any other circumstances beyond the control of such party the same shall be referred to Force Majeure. The obligations of the party concerned shall be wholly or partially suspended during the continuance of Force Majeure conditions. The occurrence of such event of Force Majeure will be deemed accepted by Franchisee unconditionally. If the Force Majeure conditions continue for a period of more than ninety (90) days, Franchisee shall be free to terminate this Agreement.
50. Franchisee agrees not to give/part with the Products/Services, payments or cash on any account whatsoever to any EsevaWorld employee / Distributor/CEBA (including sales staff in the field) and if the Franchisee acts contrary then EsevaWorld shall not be responsible for the consequences in any manner whatsoever.
51. Franchisee shall not be responsible for the consequences in any manner whatsoever if the Franchisee or any of its employees or staff shall be liable to terminate any communication by authorized signatory of EsevaWorld and not on any communication issued by EsevaWorld's sales staff in the field.
52. Franchisee indemnifies EsevaWorld in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities made against, suffered or incurred by EsevaWorld arising directly or indirectly from or in connection with breach of obligations by the Franchisee as contained herein and/or due to any transaction between the Franchisee and EsevaWorld. Franchisee further indemnifies EsevaWorld against all claims, losses, demands, actions, costs, expenses and liabilities whatsoever that may be suffered, incurred or sustained by EsevaWorld as a result of or arising from the use or misuse of the Equipment in providing Products/Services. The indemnity liability of EsevaWorld under this agreement shall not in any event exceed sum equivalent to one month's aggregate preceding Fee earned by EsevaWorld under this agreement from the date of occurrence of such liability. However this limitation of liability shall not be applicable in cases where the claim is reasonable in the circumstances and is raised by the Franchisee against EsevaWorld due to acts and omissions of Franchisee. In such event, Franchisee shall indemnify EsevaWorld fully.
53. This Agreement is not assignable but in case of the Franchisee being an individual or individuals shall bind his or their respective estates. EsevaWorld is entitled at any time to assign this Agreement or any of EsevaWorld's rights and obligations herewith in favour of any subsidiary or associated company of EsevaWorld, or to any other person and to sub-Agreement or appoint any agent or agents to carry out any of EsevaWorld's obligations hereunder.
54. Franchisee acknowledges and agrees that the Franchisee has not entered into this Agreement in reliance on any representation statement or warranty (whether written or oral and where express or implied) made by or on behalf of EsevaWorld other than such as are expressly set out herein.
55. This Agreement shall bind the Parties following any expiration, termination or expiry of this Agreement and the Parties herof and supercedes in their entirety all written or oral Agreements between the Parties.
56. If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
57. Franchisee agrees that EsevaWorld reserves the right to withdraw any or all Products/Services without any prior notice and Franchisee shall not be entitled to any compensation in respect of any withdrawal by EsevaWorld to the Franchisee.
58. Franchisee agrees that EsevaWorld reserves the right to alter and/or delete any of the terms and conditions contained herein, should that be warranted in the (interest of business) without prior notice and the Franchisee agrees to accept such amendments without contest/protest or demur.
59. Franchisee agrees that EsevaWorld reserves the right to refuse claims submitted by the Franchisee which do not conform to the terms and conditions of the incentives / cost/fee/ discounts/ activities/ schemes notified by EsevaWorld from time to time. In any case, no claim shall be entertained if the same is submitted after 15 Days from the date the claim arose.
60. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to recover its attorney's fees, court costs and other collection charges, in addition to any other costs or expenses. If either Party fails to perform its obligations under any provision of this Agreement or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.
61. Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the Parties following any expiration, termination or expiry of this Agreement.
62. Any partnership in the constitution of the Franchisee, for example but not limited to a proprietorship becoming a partnership OR a partnership becoming a company OR a proprietorship becoming a company OR a private limited company becoming a public limited company OR a public limited company becoming a private limited company OR a amalgamation / merger / acquisition thereof or change in constitution in any manner whatsoever, the Franchisee shall have to get approval from EsevaWorld.
63. It is agreed by the Parties that any other agreement(s) / understanding(s) present and/or future between EsevaWorld and the Franchisee whether as merchant, distributor, dealer, stockist, super stockist, distributor, class of franchisee, direct sales associate, by whatever name called, the same shall be separate and distinct agreement(s) and account(s) and shall have distinct accounting and under no circumstances shall be intermingled with each other. For example a credit/debit in one account will not be adjusted in debit/credit of a different account.
64. This Agreement, including the application and any documents it refers to, constitute the whole Agreement between the Parties with respect to the Products/Services and supercedes any previous Agreements or understandings between the Parties written and/or oral.
65. Any notice or intimation required to be given by either party shall be deemed to have been duly served if sent by electronic mail registered or (Within) (3) three Days) to the respective parties by their name and styles and address contained herein/in the application attached.
66. Franchisee undertakes and agrees that he/she will comply with all relevant laws of the Railway e-tickets, rules, and regulations and observe fairness/transparency and will act in conformity with all relevant agreements/pacts entered into in between IRCTC and EsevaWorld in the field of Hyderabad only. The language of arbitration shall be English. The award of the arbitrator is final and binding on each of the parties. The arbitrator shall not be liable for any loss or damages, take all possible measures to prevent corruption. b) will not overcharge for tickets. c) will not use group ID. d) will not charge extra for cancellation of tickets. e) will not tamper with software and not manipulate ERS and will not share the agents IDs.
67. The terms and conditions of this Agreement may be modified, deleted or amended in writing, when only signed by Managing Director of EsevaWorld.
68. Any dispute or controversy related to or connected with any provisions under this contract shall be referred for arbitration of a Sole Arbitrator who shall arbitrate as per the Indian Arbitration & Conciliation Act 1996 as amended. It is agreed by both the Parties that arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by EsevaWorld, a second arbitrator appointed by Franchisee and a third arbitrator to be appointed by such arbitrators. The arbitration proceedings shall be conducted in Hyderabad only. The language of arbitration shall be English. The award of the arbitrator is final and binding on each of the parties and shall be enforceable and shall be awarded otherwise by the sole Arbitrator, the cost of Sole Arbitrator and arbitration proceedings shall be borne equally by the parties.
69. The parties hereby agree that dealings under this Agreement are subject to the exclusive jurisdiction of the Hyderabad Court only.
- EsevaWorld Captures and Authorizes its Users to access Third Party Transaction (TPT) Services / Products, which are proprietary to their respective organizations (Service Provider). After successful authentication by eSevaWorld, Users are provided full control to choose for their transactions. The User has Read & Understood the agreement, terms and Services made available on [esevaworld.com](http://esevaworld.com) enforced on the effective day.

FRANCHISEE SIGNATURE