

FRANCHISE TERMS & CONDITIONS

FEELGOOD MULTITRADE (OPC) PRIVATE LIMITED

Effective Date: 01.08.26

SECTION 1 - INTRODUCTION, ACCEPTANCE AND SCOPE

1. INTRODUCTION

These Franchise Terms & Conditions ("**Terms**") are issued by **FeelGood Multitrade (OPC) Private Limited**, a company incorporated and operating in accordance with applicable laws of India (hereinafter referred to as the "**Company**", "**FeelGood**", "**we**", "**our**" or "**us**").

These Terms establish the general rights, obligations, responsibilities, restrictions and conditions applicable to persons applying for, being approved as, operating or continuing to operate an authorised Franchise of the Company.

These Terms are intended to govern the complete Franchise relationship, including, where applicable:

- the Franchise application process;
- submission and verification of information and documents;
- evaluation and approval;
- Franchise activation;
- purchase and supply of Products;
- commercial dealings with the Company;
- use of the Company's name and branding;
- operation of the Franchise;
- compliance with Company policies;
- suspension or restriction of Franchise activities;
- termination or withdrawal of Franchise authorisation; and
- obligations continuing after termination.

These Terms shall apply throughout the period during which a Franchisee remains authorised by the Company, subject to applicable amendments and applicable law.

2. ACCEPTANCE OF THESE TERMS

A person shall be considered to have accepted these Terms where that person, through an authorised process:

- submits a Franchise application containing a clear acceptance of these Terms;

- selects an “I Agree” or equivalent acceptance option;
- provides an electronic signature;
- accepts approval subject to these Terms;
- commences authorised Franchise operations after being given access to these Terms; or
- otherwise clearly demonstrates acceptance of these Terms through an authorised electronic or written process.

Acceptance of these Terms may be recorded electronically.

The Company may maintain electronic records, system logs, timestamps, digital acknowledgements, electronic signatures and other relevant records relating to acceptance of these Terms.

The Applicant or Franchisee acknowledges that electronic acceptance may constitute valid evidence of acceptance to the extent recognised under applicable law.

3. BINDING EFFECT

Upon valid acceptance, these Terms shall be binding upon the Applicant or Franchisee, as applicable.

Where the Applicant is subsequently approved and authorised to operate a Franchise, these Terms shall continue to govern the Franchise relationship unless and until:

1. the Franchise relationship is lawfully terminated;
2. the relevant provision is lawfully amended;
3. a subsequently executed written agreement expressly replaces a particular provision; or
4. the relevant provision otherwise ceases to apply under applicable law.

The Franchisee acknowledges that the Franchise relationship may involve continuing obligations, including obligations relating to:

- compliance;
- confidentiality;
- Intellectual Property;
- proper representation of the Company;
- protection of customer information; and
- obligations that, by their nature, reasonably continue after termination.

4. APPLICABILITY THROUGHOUT THE FRANCHISE RELATIONSHIP

These Terms are not limited only to the application stage.

They apply, as relevant, to:

4.1 Prospective Applicants

During submission and review of the Franchise application.

4.2 Approved Applicants

During the period between approval and formal activation of the Franchise.

4.3 Active Franchisees

During the operation of an authorised Franchise.

4.4 Suspended Franchisees

To the extent relevant during a suspension, investigation or restriction of Franchise activities.

4.5 Former Franchisees

Where provisions relating to confidentiality, Intellectual Property, outstanding obligations, misuse of Company branding or other matters continue after termination.

5. DEFINITIONS

For the purposes of these Terms, unless the context otherwise requires:

“Applicant”

Means an individual, entity or other eligible person who submits an application seeking consideration for an authorised Franchise.

“Company”

Means **FeelGood Multitrade (OPC) Private Limited**.

“Franchise”

Means an authorised business relationship, outlet, shop, location or other approved Franchise format operated under authority granted by the Company.

“Franchisee”

Means an Applicant who has been formally approved and authorised by the Company to operate an authorised Franchise.

“Franchise Relationship”

Means the commercial relationship between the Company and the Franchisee governed by these Terms and applicable authorised Company documents.

“Products”

Means products manufactured, marketed, distributed, supplied or otherwise authorised by the Company from time to time.

“Company Policies”

Means official policies, procedures, operational requirements, guidelines, manuals, notices and other requirements published or communicated by the Company through authorised channels.

“Authorised Communication”

Means communication issued through an official Company channel or by a person authorised by the Company to communicate the relevant information.

“Intellectual Property”

Includes the Company's name, trade name, trademarks, logos, branding, product materials, designs, photographs, content, business materials, systems and other proprietary materials.

“Official Website”

Means the official website or other official digital platform designated by the Company from time to time.

“Business Day”

Means a day on which the Company ordinarily conducts business operations, excluding applicable public holidays.

6. PURPOSE OF THE FRANCHISE RELATIONSHIP

The purpose of the Franchise relationship is to enable an approved Franchisee to conduct authorised business activities using Products, business systems, branding or other authorised resources of the Company in accordance with these Terms.

The Franchisee acknowledges that the Company retains control over its:

- brand;
- Intellectual Property;
- Products;
- business policies;
- commercial systems;
- operational requirements; and
- other proprietary business interests.

Nothing in these Terms requires the Company to surrender ownership or control of its Intellectual Property or business systems to a Franchisee.

7. INDEPENDENT COMMERCIAL RELATIONSHIP

The Franchisee operates as an independent commercial participant.

Nothing in these Terms shall create or be interpreted as creating:

- an employment relationship;
- a partnership;

- a joint venture;
- a shareholder relationship;
- a principal-agent relationship with unrestricted authority;
- a fiduciary relationship beyond obligations specifically recognised by law; or
- an ownership interest in the Company.

The Franchisee shall not represent that they are an employee, owner, shareholder, partner or legal representative of the Company unless such status actually exists and has been formally authorised.

The Franchisee shall remain responsible for independent business decisions and obligations except to the extent the Company expressly agrees otherwise in writing.

8. NO AUTHORITY TO BIND THE COMPANY

Unless specifically authorised in writing by the Company, the Franchisee shall have no authority to:

- execute contracts on behalf of the Company;
- borrow money in the Company's name;
- incur liabilities for the Company;
- make binding guarantees on behalf of the Company;
- appoint agents for the Company;
- enter into commitments purporting to bind the Company; or
- represent that the Franchisee possesses authority beyond that expressly granted.

Any unauthorised representation or commitment made by the Franchisee shall not automatically bind the Company merely because the Franchisee is or was associated with an authorised Franchise.

The Franchisee shall be responsible for ensuring that its communications accurately describe the nature and limits of its authority.

9. NO GUARANTEED INCOME, PROFIT OR BUSINESS SUCCESS

The Applicant and Franchisee expressly acknowledge that the Company does not guarantee:

- income;
- profit;
- sales;
- customer footfall;
- earnings;
- recovery of expenditure;

- business growth;
- financial success;
- a specific margin; or
- any particular commercial outcome.

Business results depend upon various factors, including:

- market conditions;
- location;
- customer demand;
- competition;
- local economic conditions;
- Product demand;
- operational expenses;
- business decisions;
- management and customer service; and
- circumstances beyond the Company's control.

The Applicant and Franchisee confirm that they have not entered into the Franchise relationship in reliance upon any guarantee of fixed income, assured return or guaranteed commercial success.

10. NO INVESTMENT OR OWNERSHIP INTEREST

The Franchise relationship is a commercial business arrangement.

Any Product purchase, commercial transaction or other authorised payment made in connection with the Franchise shall not, merely because it relates to the Franchise opportunity, be interpreted as:

- an investment in the Company's shares;
- a security;
- a deposit;
- an assured-return arrangement;
- a purchase of ownership in the Company; or
- a guarantee of financial return.

The Franchisee acknowledges that participation in a commercial business involves ordinary commercial risks.

11. RELATIONSHIP WITH COMPANY POLICIES

The Franchisee shall comply with applicable official Company Policies relevant to the Franchise.

Such policies may include, where applicable:

- the Company's Disclaimer;
- Code of Conduct and Ethics;
- Shipping and Delivery Policy;
- Return, Refund, Replacement and BuyBack Policy;
- Privacy Policy;
- Grievance Redressal Mechanism;
- Direct Seller Agreement, where applicable;
- Product-related requirements;
- operational guidelines; and
- other policies officially issued by the Company.

These Terms and applicable Company Policies shall be read together.

Where a specific Company Policy governs a particular matter, that specific policy shall apply to that matter to the extent permitted by applicable law.

12. OFFICIAL COMMUNICATIONS

The Applicant and Franchisee should rely on officially authorised communications for important information concerning:

- Product information;
- commercial terms;
- Company policies;
- Franchise requirements;
- authorised promotional materials; and
- other material matters.

The Company shall not ordinarily be responsible for an unauthorised statement, promise or assurance made by a third party unless that statement was expressly authorised by the Company.

The Franchisee shall exercise reasonable care before relying upon material business information communicated by persons who may not be authorised to speak on behalf of the Company.

SECTION 2 - FRANCHISE APPLICATION, ELIGIBILITY, APPROVAL AND ACTIVATION

13. FRANCHISE APPLICATION

A person seeking to operate an authorised Franchise shall submit an application through the process prescribed by the Company from time to time.

Submission of an application shall constitute a request for consideration only. It shall not:

- guarantee approval;
- create an immediate Franchise relationship;
- grant authority to use the Company's name or branding;
- reserve a particular territory or location; or
- create any obligation upon the Company to approve the application.

The Company may prescribe application requirements, forms, documents and verification procedures from time to time.

14. ACCURACY AND COMPLETENESS OF INFORMATION

The Applicant and Franchisee shall ensure that information submitted to the Company is, to the best of their knowledge:

- true;
- accurate;
- complete;
- current; and
- not misleading.

This includes information relating to:

- identity;
- contact details;
- address;
- business experience;
- proposed business location;
- financial or commercial information;
- documents;
- photographs; and
- any other information requested during the application or Franchise relationship.

The Applicant shall promptly inform the Company if any material information previously provided becomes inaccurate or changes.

The Company may rely upon information and documents provided by the Applicant or Franchisee for administrative, verification and operational purposes.

15. DOCUMENTS AND VERIFICATION

The Company may request documents and information reasonably required for:

- identity verification;
- address verification;
- eligibility assessment;
- application evaluation;
- compliance;
- record keeping; or
- other legitimate business or legal purposes.

The Company may, where reasonably necessary, verify information or documents through appropriate means.

Submission of documents does not guarantee approval.

The Applicant acknowledges that the Company may seek clarification, request additional documents or decline to proceed where information is incomplete, inconsistent, unverifiable or otherwise raises legitimate concerns.

The Company may retain submitted information and documents in accordance with applicable law and its Privacy Policy.

16. APPLICANT ELIGIBILITY

An Applicant must satisfy the eligibility requirements prescribed by the Company and applicable law.

The Company may consider factors including, where relevant:

- legal capacity to enter into a contract;
- accuracy of information provided;
- proposed Franchise location;
- ability to comply with applicable requirements;
- business suitability;
- availability of the relevant Franchise format; and
- other legitimate operational or compliance considerations.

The Company may establish additional eligibility requirements from time to time.

Satisfaction of minimum eligibility requirements shall not automatically guarantee approval.

17. RIGHT TO ACCEPT OR DECLINE APPLICATIONS

The Company reserves the right, subject to applicable law, to approve, defer, reject or decline an application.

The Company shall not be required to approve every application received.

The Company may decline an application where, among other legitimate reasons:

- required information is incomplete;
- information appears inaccurate or misleading;
- requested documents are not satisfactorily provided;
- the proposed location is not suitable for the relevant Franchise format;
- operational capacity is unavailable;
- the Applicant does not satisfy applicable requirements; or
- approval would otherwise not be appropriate in the Company's reasonable business or compliance assessment.

The Company's decision regarding approval shall be communicated through an appropriate authorised process.

18. NO RIGHT CREATED BY APPLICATION

An Applicant shall not represent themselves as an authorised Franchisee merely because they have:

- submitted an application;
- paid for an authorised transaction;
- submitted documents;
- attended discussions;
- identified a proposed location; or
- received preliminary communications from the Company.

No person shall use the Company's Franchise identity, branding or representations suggesting official approval unless and until the Company has formally authorised such use.

19. CONDITIONAL OR PRELIMINARY APPROVAL

The Company may, where appropriate, grant conditional or preliminary approval subject to specified requirements.

Such requirements may include:

- submission of additional documents;
- completion of verification;
- approval of the proposed location;
- completion of required processes;
- fulfilment of commercial requirements;
- completion of operational formalities; or
- other reasonable requirements communicated by the Company.

Conditional approval shall not become final approval until the applicable conditions have been satisfactorily fulfilled and the Company confirms activation or authorisation.

20. FRANCHISE LOCATION

Where the Franchise is intended to operate from a physical location, the proposed location may be subject to the Company's evaluation or approval.

The Franchisee shall remain responsible for ensuring that the premises are suitable for its intended operations and comply with applicable legal requirements.

Company review or approval of a location shall not constitute:

- ownership of the premises by the Company;
- a guarantee of commercial success;
- a guarantee of customer footfall;
- a guarantee of profitability; or
- acceptance of responsibility for rent, utilities or other expenses.

Unless expressly agreed otherwise in writing, the Franchisee shall remain responsible for obligations relating to the premises.

21. CHANGE OF PROPOSED OR APPROVED LOCATION

The Franchisee shall not materially change the approved Franchise location or operate an authorised physical Franchise from another location while continuing to represent that location as officially authorised without following the Company's applicable approval process.

The Company may reasonably require updated information or verification before recognising a new or changed Franchise location.

22. FRANCHISE ACTIVATION

Approval of an Applicant and activation of a Franchise may be separate stages.

The Company may require completion of applicable conditions before activation.

A Franchise shall be considered operationally authorised only when the Company completes or confirms the relevant activation process through an authorised communication or system.

Until activation is completed, the Applicant shall not represent that the Franchise is active or fully operational.

23. FRANCHISE IDENTIFICATION AND RECORDS

The Company may assign or recognise a Franchise identification number, code or other identifier for administrative and operational purposes.

Such identifier:

- remains associated with the Company's systems;
- does not create ownership rights in the Company's systems;
- may not be transferred without Company approval; and
- may be modified, suspended or withdrawn where reasonably necessary for administrative, operational or compliance purposes.

The Company may maintain records relating to the Franchise, including application records, operational records and communications.

24. PERSONAL NATURE OF APPROVAL

Franchise approval is granted based substantially upon the information, identity and circumstances of the approved Applicant.

Accordingly, unless expressly authorised by the Company in writing, a Franchisee shall not:

- transfer Franchise authorisation to another person;
- permit another person to operate under their identity;
- sell or assign their Franchise status;
- represent that another person has been approved merely because they are associated with the Franchisee; or
- allow unauthorised persons to use Company systems or credentials.

Any proposed transfer, restructuring or significant change in control shall be subject to the Company's applicable approval process.

25. CONTINUING ELIGIBILITY

Approval does not permanently guarantee continuing Franchise authorisation irrespective of future circumstances.

The Franchisee shall continue to comply with:

- these Terms;
- applicable Company Policies;
- applicable laws;
- reasonable operational requirements; and
- other conditions legitimately applicable to the Franchise relationship.

The Company may review continuing eligibility where reasonably necessary.

26. MISREPRESENTATION AND MATERIAL NON-DISCLOSURE

The Applicant and Franchisee shall not knowingly:

- provide false information;
- submit forged or manipulated documents;
- conceal material information where disclosure is reasonably required;
- impersonate another person; or
- otherwise mislead the Company.

Where approval or continuation of the Franchise relationship was materially affected by false, misleading or fraudulent information, the Company may take appropriate action in accordance with these Terms and applicable law.

27. COMPANY'S RIGHT TO REQUEST UPDATED INFORMATION

The Company may request reasonable updated information from a Franchisee where necessary for:

- record maintenance;
- compliance;
- operational requirements;
- communication;
- verification; or
- other legitimate business purposes.

The Franchisee shall reasonably cooperate with such requests.

Failure to provide required information may affect the Company's ability to continue certain services, facilities or authorisations.

28. APPLICATION EXPENSES AND INDEPENDENT DECISIONS

Unless expressly agreed otherwise in writing, the Applicant shall remain responsible for expenses independently incurred in connection with exploring or preparing for a proposed Franchise.

The Applicant should exercise independent judgment before:

- entering into a lease;
- renting premises;
- purchasing furniture or equipment;
- hiring personnel;
- undertaking renovation;
- making other business commitments; or
- incurring significant expenditure.

The Applicant acknowledges that preliminary discussions or application processing do not constitute a guarantee that the Franchise will be approved or that a particular commercial outcome will be achieved.

29. WITHDRAWAL OF INCOMPLETE OR INACTIVE APPLICATIONS

The Company may establish reasonable procedures concerning incomplete, inactive or abandoned applications.

Where an Applicant does not complete required steps within a reasonable period, the Company may treat the application as inactive or withdrawn, subject to any applicable legal or policy requirements.

Any future application may be subject to the Company's then-current application requirements.

30. COMMENCEMENT OF FRANCHISE OPERATIONS

The Franchisee shall commence operations only after completing applicable requirements and receiving the relevant authorisation from the Company.

The Franchisee shall not:

- prematurely advertise an unauthorised opening;
- falsely claim approval;
- use protected Company branding without authorisation; or
- accept commitments from customers in the Company's name without appropriate authority.

Following authorised activation, the Franchisee shall operate in accordance with these Terms and applicable Company requirements.

SECTION 3 - COMMERCIAL TERMS, PRODUCTS, PRICING AND PAYMENTS

31. GENERAL COMMERCIAL ARRANGEMENT

The Franchise relationship may involve the purchase, supply, promotion and sale of Products and other authorised commercial activities.

The specific commercial terms applicable to any transaction may be reflected in the Company's official price lists, invoices, ordering systems, authorised communications or other applicable documents in force at the relevant time.

The Franchisee acknowledges that commercial terms may change during the Franchise relationship and that no particular commercial condition shall be considered permanently fixed unless expressly agreed by the Company in writing.

32. PRODUCT AVAILABILITY

The availability of Products may vary from time to time.

The Company may, subject to applicable law:

- introduce new Products;
- discontinue Products;
- temporarily suspend the supply of Products;
- modify packaging or presentation;
- revise Product specifications;
- change available quantities; or
- otherwise modify its Product portfolio.

The Company does not guarantee the continuous availability of every Product at all times.

Temporary or permanent unavailability of a Product shall not, by itself, constitute a breach of these Terms.

33. PRICES AND COMMERCIAL RATES

Product prices, commercial rates, discounts, margins, incentives, promotional benefits or other commercial terms may be determined or revised by the Company from time to time.

The applicable commercial terms shall ordinarily be those communicated through the Company's authorised channels or reflected in the Company's applicable systems at the relevant time.

The Franchisee acknowledges that:

- commercial conditions may change;
- previous prices or rates may not continue indefinitely;
- promotional rates may be temporary;

- different Products may carry different commercial conditions; and
- changes may occur due to business, operational, taxation, regulatory or market requirements.

The Company shall not be required to maintain any previous commercial rate unless expressly obligated to do so.

34. NO GUARANTEED MARGIN OR COMMERCIAL RETURN

The Company does not guarantee any particular:

- profit;
- margin;
- discount;
- turnover;
- revenue;
- sales volume; or
- commercial return.

Actual commercial outcomes may depend upon several factors, including:

- Product demand;
- location;
- customer preferences;
- operating costs;
- competition;
- local market conditions;
- applicable taxes;
- business decisions; and
- other circumstances.

The Franchisee shall independently evaluate commercial opportunities and risks.

35. PRODUCT ORDERS

The Franchisee may place Product orders through authorised Company channels and systems, subject to applicable requirements.

Submission of an order may be subject to:

- Product availability;

- successful payment or applicable credit arrangements;
- verification;
- acceptance by the Company;
- operational requirements; and
- applicable policies.

The Company may reasonably refuse, delay or modify an order where necessary due to stock availability, payment issues, technical issues, verification requirements, suspected fraud or other legitimate operational or compliance reasons.

36. ACCEPTANCE OF ORDERS

Submission of an order does not automatically guarantee acceptance by the Company.

An order may be treated as accepted when the Company processes, confirms or dispatches the order in accordance with its applicable procedures.

The Company may communicate order status through electronic systems, email, SMS, WhatsApp or other authorised communication methods.

37. PAYMENT FOR PRODUCTS AND AUTHORISED TRANSACTIONS

The Franchisee shall make payments through authorised payment methods or official Company bank accounts.

The Franchisee should verify payment details through official Company channels before making a payment.

The Company shall not ordinarily be responsible for payments made by the Franchisee to:

- unauthorised individuals;
- personal bank accounts;
- fraudulent payment addresses; or
- unauthorised UPI IDs or accounts,

unless the Company itself expressly authorised the relevant payment instruction.

The Franchisee should retain appropriate proof of payment.

38. TRANSACTION RECORDS

The Company's transaction records, invoices, payment confirmations and other relevant records may be used to maintain and verify commercial transactions.

The Franchisee should independently retain copies of:

- invoices;
- payment receipts;
- order confirmations;
- tax documents; and
- other relevant business records.

The Franchisee shall be responsible for maintaining records required for its own accounting, taxation or legal obligations.

39. TAXES AND STATUTORY OBLIGATIONS

The Franchisee shall be responsible for its own tax, accounting, registration and statutory obligations arising from its independent business activities, except where applicable law specifically places an obligation upon the Company.

The Company may charge applicable taxes on Products or transactions in accordance with applicable law.

The Franchisee acknowledges that taxation requirements may change and that each party shall comply with its respective legal obligations.

40. SHIPPING AND DELIVERY

Where Products are supplied for delivery, the Company's applicable Shipping and Delivery Policy shall apply.

The Franchisee shall provide complete and accurate delivery information.

Delivery timelines communicated by the Company are generally estimates and may be affected by:

- logistics conditions;
- product availability;
- delivery location;
- weather;
- public holidays;
- transportation disruptions; or
- circumstances beyond reasonable control.

The Franchisee shall reasonably cooperate with delivery requirements and promptly report material delivery issues through authorised Company channels.

41. INSPECTION OF DELIVERIES

The Franchisee should reasonably inspect Products and packages upon delivery.

Where a shipment appears visibly damaged, tampered with or materially incorrect, the Franchisee should report the issue promptly in accordance with the applicable Company policy.

Claims relating to damaged, missing or incorrect Products may be subject to verification and the applicable Return, Refund, Replacement and BuyBack Policy.

42. RETURNS, REFUNDS, REPLACEMENTS AND BUYBACK

Matters relating to Product returns, replacements, refunds or buyback shall be governed by the Company's applicable official Return, Refund, Replacement and BuyBack Policy and applicable law.

The Franchisee acknowledges that eligibility for any return, refund, replacement or buyback shall depend upon the applicable policy, transaction circumstances and legal requirements.

No refund, replacement or buyback shall be presumed merely because a Product was purchased or because a Franchisee subsequently changes its business plans, except to the extent expressly provided under the applicable policy or required by law.

43. BUSINESS EXPENDITURES

Unless expressly agreed otherwise by the Company in writing, the Franchisee shall remain responsible for expenses associated with its independent Franchise operations, including, where applicable:

- rent;
- utilities;
- local licences;
- staffing;
- salaries;
- maintenance;
- interior work;
- equipment;
- local advertising;
- insurance;
- professional services; and
- other operating expenses.

The Company does not guarantee recovery of independently incurred business expenses.

The Franchisee should make commercial commitments using independent judgment.

44. PROMOTIONAL PROGRAMMES

The Company may introduce promotional offers, discounts, campaigns, schemes or other commercial programmes from time to time.

Such programmes may be:

- temporary;
- conditional;
- Product-specific;
- location-specific; or
- subject to eligibility requirements.

The Company may modify, suspend or discontinue a promotional programme in accordance with its terms and applicable law.

Participation in one promotional programme does not create an entitlement to future programmes.

45. COMMERCIAL INFORMATION

The Franchisee shall not publish or communicate unauthorised information regarding:

- future Product launches;
- confidential pricing;
- internal commercial rates;
- Company financial information;
- proposed business changes; or
- other non-public information.

Commercial information officially published by the Company may be used only in accordance with applicable authorisation and these Terms.

SECTION 4 - FRANCHISE OPERATIONS AND RESPONSIBILITIES

46. GENERAL OPERATING RESPONSIBILITY

The Franchisee shall operate the Franchise responsibly and in accordance with:

- applicable law;
- these Terms;
- applicable Company Policies;
- authorised operational requirements; and
- reasonable standards of professional and ethical conduct.

The Franchisee shall be responsible for day-to-day management of its independent business operations unless the Company expressly assumes a particular responsibility in writing.

47. COMPLIANCE WITH APPLICABLE LAWS

The Franchisee shall comply with laws applicable to its operations, including, where relevant:

- local business requirements;
- taxation laws;
- consumer protection requirements;
- employment obligations;
- local municipal requirements;
- safety requirements; and
- other applicable legal obligations.

Nothing in these Terms authorises the Franchisee to conduct any unlawful activity.

Where a particular legal obligation applies directly to the Franchisee, the Franchisee shall remain responsible for compliance with that obligation.

48. CUSTOMER DEALINGS

The Franchisee shall deal with customers fairly, professionally and honestly.

The Franchisee shall not:

- mislead customers;
- make false Product claims;
- provide unauthorised guarantees;
- make misleading income representations;
- misrepresent Company policies;
- engage in unfair trade practices; or
- make promises which the Franchisee is not authorised to make.

The Franchisee shall reasonably cooperate in resolving legitimate customer concerns relating to its own conduct or operations.

49. ACCURATE REPRESENTATION OF PRODUCTS

The Franchisee shall use authorised Product information and shall not make claims regarding Products that are:

- false;
- misleading;
- exaggerated;
- unsubstantiated; or
- prohibited by applicable law.

The Franchisee shall not represent a Product as capable of diagnosing, treating, curing or preventing a disease unless such representation is expressly authorised and legally permitted.

50. NO UNAUTHORISED HEALTH OR MEDICAL CLAIMS

Where Products relate to wellness, nutrition or other health-related categories, the Franchisee shall exercise particular care in communications.

The Franchisee shall not:

- provide medical diagnoses;
- prescribe Products as medical treatment;
- advise customers to discontinue prescribed medication;
- claim that a Product cures a disease; or
- make other medical representations not authorised by the Company and applicable law.

Customers seeking medical advice should be encouraged to consult appropriately qualified professionals.

51. PREMISES AND BUSINESS ENVIRONMENT

Where the Franchise operates from physical premises, the Franchisee shall be responsible for maintaining the premises in a reasonably professional, clean and suitable condition.

The Franchisee shall be responsible for matters relating to premises under its control, including applicable:

- rent obligations;
- utilities;
- local permissions;
- maintenance;
- safety requirements; and
- other operational obligations.

Unless expressly agreed otherwise, the Company shall not become responsible for the Franchisee's premises merely because the premises are used for an authorised Franchise.

52. PERSONNEL

Where the Franchisee engages employees, assistants, contractors or other personnel, such persons shall ordinarily remain the responsibility of the Franchisee.

The Franchisee shall be responsible for applicable obligations relating to:

- recruitment;
- wages;
- employment conditions;
- statutory compliance;
- workplace conduct; and
- supervision.

Such personnel shall not automatically become employees or representatives of the Company.

53. MAINTENANCE OF PROFESSIONAL STANDARDS

The Franchisee shall conduct business in a manner reasonably consistent with the reputation and goodwill associated with the Company's brand.

The Franchisee shall avoid conduct that may reasonably:

- damage the Company's reputation;
- mislead customers;
- create confusion regarding the Franchise relationship;
- adversely affect other Franchisees or customers; or
- result in material regulatory or compliance concerns.

SECTION 5 - BRAND, INTELLECTUAL PROPERTY, MARKETING AND DIGITAL PRESENCE

54. OWNERSHIP OF INTELLECTUAL PROPERTY

The Franchisee acknowledges that all rights, title and interest in the Company's Intellectual Property remain the exclusive property of the Company or its respective lawful owners.

Intellectual Property includes, without limitation:

- the name **FeelGood Multitrade (OPC) Private Limited**;
- the name **FeelGood**;
- trademarks and logos;
- brand identity;

- website content;
- product names and materials;
- photographs and videos;
- brochures and catalogues;
- training materials;
- promotional designs;
- business systems;
- digital content;
- proprietary documents; and
- other materials developed, owned or authorised by the Company.

Nothing in these Terms transfers ownership of any Intellectual Property to the Franchisee.

55. LIMITED AUTHORISATION TO USE COMPANY BRANDING

Subject to continuing compliance with these Terms, the Company may permit a Franchisee to use specified Company branding solely for authorised Franchise activities.

Such permission shall be:

- limited;
- non-exclusive;
- non-transferable;
- revocable in accordance with these Terms; and
- subject to applicable Company requirements.

The Franchisee shall use Company branding only in the manner authorised by the Company.

The Franchisee shall not claim ownership of any Company Intellectual Property merely because it has been permitted to use such materials.

56. RESTRICTIONS ON USE OF THE COMPANY NAME

The Franchisee shall not use the Company's name or branding in a manner that may reasonably:

- mislead customers;
- imply ownership of the Company;
- imply authority that has not been granted;
- create a separate unauthorised business identity;
- damage the Company's reputation; or

- violate applicable law.

The Franchisee shall not register or attempt to register any business name, domain name, social media account, trademark or other identifier that improperly incorporates or imitates the Company's Intellectual Property without prior written authorisation.

57. MARKETING MATERIALS

The Franchisee shall use authorised marketing and promotional materials where such authorisation is required by the Company.

The Franchisee shall not materially modify official marketing materials in a manner that:

- changes Product claims;
- changes pricing information;
- removes required disclaimers;
- creates misleading representations;
- violates applicable law; or
- otherwise creates a material compliance risk.

The Company may update or withdraw marketing materials from time to time.

58. LOCAL PROMOTION

The Franchisee may undertake reasonable local promotion of authorised Products and Franchise activities, provided that such promotion:

- complies with applicable law;
- does not contain misleading claims;
- accurately represents the Company and Products;
- does not use unauthorised guarantees or promises;
- does not infringe third-party rights; and
- complies with applicable Company requirements.

The Franchisee shall remain responsible for independently created promotional content unless the Company expressly assumes responsibility for that content.

59. PRODUCT CLAIMS AND ADVERTISING

The Franchisee shall not make or publish any Product claim that is not:

- accurate;
- supportable;

- legally permissible; and
- authorised where Company authorisation is required.

The Franchisee shall not exaggerate Product benefits or create unrealistic expectations.

Where the Company provides official Product information, the Franchisee should use such information in the authorised manner.

60. INCOME AND BUSINESS OPPORTUNITY REPRESENTATIONS

The Franchisee shall not make misleading statements regarding income, profits, earnings or business success.

In particular, the Franchisee shall not represent that:

- a specific income is guaranteed;
- a particular level of profit is assured;
- business success is automatic;
- investment recovery is guaranteed; or
- every participant will achieve the same commercial results.

Any authorised communication concerning business opportunities shall be presented accurately and without misleading implications.

61. SOCIAL MEDIA AND DIGITAL PRESENCE

Where a Franchisee operates social media accounts, websites, digital advertisements or other online channels relating to the Franchise or Company Products, the Franchisee shall ensure that such activity complies with these Terms and applicable Company requirements.

The Franchisee shall not:

- impersonate the Company's official accounts;
- falsely present a personal account as an official corporate account;
- publish misleading Product information;
- make prohibited medical or income claims;
- disclose confidential Company information; or
- use Company Intellectual Property in an unauthorised manner.

The Company may reasonably request correction, removal or modification of content that materially violates these Terms, applicable law or authorised branding requirements.

62. DOMAIN NAMES AND DIGITAL IDENTIFIERS

The Franchisee shall not register or use domain names, social media handles or other digital identifiers containing the Company's name, trademarks or confusingly similar branding without appropriate authorisation.

Where the Company authorises a particular digital identifier, such authorisation shall not transfer ownership of Company Intellectual Property.

The Franchisee shall reasonably cooperate with the Company regarding the discontinuation, transfer or modification of an unauthorised or no-longer-authorised identifier where necessary to protect Company Intellectual Property.

63. CUSTOMER REVIEWS AND ONLINE COMMUNICATION

The Franchisee shall not create fake reviews, fabricate testimonials or otherwise manipulate customer feedback.

The Franchisee shall communicate online in a professional manner and shall not knowingly publish:

- false statements about Products;
- false statements about the Company;
- misleading competitor comparisons;
- defamatory material; or
- information that violates applicable law or third-party rights.

Legitimate opinions and customer feedback shall be handled appropriately and professionally.

SECTION 6 - CONFIDENTIALITY, DATA AND BUSINESS INFORMATION

64. CONFIDENTIAL INFORMATION

During the Franchise relationship, the Franchisee may receive access to information that is not publicly available.

Such information may include:

- internal business information;
- operational processes;
- commercial information;
- non-public pricing information;
- customer information;
- supplier information;
- business plans;
- training materials;

- internal systems;
- technical information; and
- other proprietary or confidential information.

The Franchisee shall use confidential information only for legitimate authorised Franchise purposes.

65. PROTECTION OF CONFIDENTIAL INFORMATION

The Franchisee shall take reasonable measures to protect confidential information from unauthorised:

- access;
- disclosure;
- copying;
- publication;
- distribution; or
- misuse.

The Franchisee shall not disclose confidential information to third parties except where:

- authorised by the Company;
- reasonably necessary for legitimate authorised operations; or
- required by applicable law.

Where disclosure is legally required, the Franchisee should, where legally permissible, provide reasonable notice to the Company.

66. CUSTOMER AND PERSONAL INFORMATION

The Franchisee shall handle customer and other personal information responsibly and only for legitimate business purposes.

The Franchisee shall not:

- sell customer information without lawful authority;
- misuse personal information;
- disclose personal information without appropriate authority;
- use customer information for unauthorised purposes; or
- retain information beyond what is reasonably necessary or legally permitted.

The Franchisee shall comply with applicable privacy and data protection requirements relevant to its activities.

67. COMPANY RECORDS AND SYSTEMS

Access to Company systems, records, portals or other facilities may be provided subject to applicable requirements.

The Franchisee shall:

- protect login credentials;
- avoid unauthorised access;
- keep credentials confidential;
- promptly report suspected unauthorised access where reasonably possible; and
- use Company systems only for authorised purposes.

The Company may modify, restrict, suspend or discontinue access where reasonably necessary for security, operational or compliance purposes.

68. NO UNAUTHORISED COPYING OR DISTRIBUTION

The Franchisee shall not reproduce, distribute, sell, publish or commercially exploit Company materials except as expressly authorised.

This includes, where applicable:

- internal documents;
- training materials;
- proprietary systems;
- confidential commercial information; and
- other non-public resources.

SECTION 7 - RECORDS, COMMUNICATION AND COMPLIANCE

69. ACCURATE RECORDS

The Franchisee shall maintain reasonably accurate records relevant to its independent business operations where required by applicable law or reasonably necessary for the Franchise relationship.

The Franchisee shall not knowingly:

- falsify records;
- manipulate transaction information;
- submit fabricated information; or
- create misleading records.

70. COMPANY COMMUNICATIONS

The Company may communicate with the Franchisee through authorised communication channels, including:

- the Company's website;
- official digital systems;
- email;
- SMS;
- WhatsApp;
- written notices; or
- other authorised communication methods.

The Franchisee shall be responsible for keeping relevant contact details reasonably current.

71. COMMUNICATION RESPONSIBILITY

A communication sent to the contact details provided by the Franchisee may be treated as appropriately communicated, subject to applicable law and reasonable system operation.

The Franchisee should regularly review official communications relevant to its Franchise activities.

Failure to review a validly communicated update shall not necessarily exempt the Franchisee from obligations that have otherwise become applicable.

72. COMPLIANCE WITH COMPANY REQUIREMENTS

The Franchisee shall comply with reasonable Company requirements relating to:

- authorised operations;
- brand protection;
- Product representation;
- customer protection;
- ethical conduct;
- compliance; and
- other legitimate aspects of the Franchise relationship.

The Company may issue reasonable operational guidance or requirements from time to time.

73. COOPERATION IN INVESTIGATIONS

Where the Company receives a legitimate complaint or identifies a reasonable compliance concern involving a Franchisee, the Franchisee shall reasonably cooperate in the review of the matter.

Cooperation may include, where reasonably necessary:

- providing relevant information;
- providing relevant records;
- responding to reasonable questions; or
- taking appropriate corrective action.

The Company may take proportionate action based upon the nature and seriousness of the matter.

74. CUSTOMER COMPLAINTS

The Franchisee shall handle legitimate customer concerns relating to its activities professionally.

Where a complaint concerns a matter involving both the Franchisee and the Company, the Franchisee shall reasonably cooperate with the Company's applicable grievance or customer support process.

Nothing in this clause prevents a customer from exercising rights available under applicable law.

SECTION 8 - SUSPENSION, TERMINATION AND POST-TERMINATION

75. SUSPENSION

The Company may temporarily suspend or restrict some or all Franchise activities where reasonably necessary due to:

- suspected violation of these Terms or Company Policies;
- misleading or unauthorised representations;
- misuse of the Company's name or Intellectual Property;
- suspected fraud or unlawful activity;
- material customer or compliance concerns; or
- investigation of a serious operational issue.

Where appropriate, the Company may provide the Franchisee an opportunity to clarify or correct the matter. However, immediate action may be taken where reasonably necessary to protect customers, the Company or its business interests, subject to applicable law.

76. TERMINATION OR WITHDRAWAL OF AUTHORISATION

The Franchise relationship may be terminated or Franchise authorisation withdrawn in accordance with applicable law where there is a material breach of these Terms, serious misconduct, fraud, unlawful activity, repeated non-compliance or other legitimate grounds.

The Company may also require corrective action before deciding whether further action is necessary.

Termination or withdrawal of authorisation shall not automatically affect obligations which, by their nature or express terms, are intended to continue after termination.

77. CONSEQUENCES OF TERMINATION

Following termination or withdrawal of Franchise authorisation, the former Franchisee shall, where applicable:

- stop representing themselves as an authorised Franchisee;
- stop using unauthorised Company branding and Intellectual Property;
- stop using Company systems where access has been withdrawn;
- return or cease using confidential materials where required;
- settle legitimate outstanding obligations; and
- comply with applicable post-termination requirements.

Termination does not automatically create a right to compensation, reimbursement or recovery of independently incurred business expenditure, except where expressly required by applicable law or a specific applicable Company policy.

SECTION 9 - LIABILITY, RESPONSIBILITY AND RISK

78. INDEPENDENT BUSINESS RISK

The Franchisee acknowledges that independent business activities involve commercial risks.

The Company does not guarantee:

- business success;
- profitability;
- customer demand;
- sales volume;
- recovery of business expenditure; or
- any specific financial outcome.

The Franchisee is responsible for independent decisions relating to premises, staffing and other business commitments.

79. RESPONSIBILITY FOR FRANCHISEE CONDUCT

The Franchisee shall remain responsible for its own actions, representations and obligations.

The Company shall not automatically be responsible for unauthorised statements, commitments or misconduct of a Franchisee merely because that person operates or previously operated an authorised Franchise.

The Franchisee shall take reasonable responsibility for losses or claims arising directly from its own unlawful or unauthorised conduct, subject to applicable law.

80. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company shall not be liable for indirect, incidental, consequential or speculative business losses arising from independent Franchise business decisions.

Nothing in these Terms shall exclude liability where exclusion or limitation is prohibited by applicable law.

SECTION 10 - AMENDMENTS AND CONTINUING TERMS

81. AMENDMENT OF TERMS

The Company may amend these Terms, Company Policies or operational requirements from time to time where reasonably necessary for:

- changes in applicable law;
- regulatory requirements;
- business operations;
- Product or service developments;
- security;
- customer protection; or
- other legitimate business reasons.

Updated versions may be published through the Company's official channels.

Continued authorised operation after an update may constitute acceptance to the extent permitted by applicable law.

82. DOCUMENT HIERARCHY

These Terms shall be read together with applicable official Company Policies.

Where a specific policy applies to a particular subject, that specific policy shall govern that subject to the extent applicable.

Nothing in these Terms is intended to override mandatory provisions of applicable law.

SECTION 11 - GENERAL LEGAL PROVISIONS

83. ELECTRONIC RECORDS AND ACCEPTANCE

The Franchisee agrees that applications, acknowledgements, acceptances, notices and other communications may be maintained electronically.

Electronic records, timestamps, system logs and other electronic evidence may be used as evidence of communications and acceptance, subject to applicable law.

84. SEVERABILITY

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall continue to apply to the extent permitted by applicable law.

85. WAIVER

Failure by the Company to immediately enforce a provision shall not constitute a permanent waiver of that provision.

86. ASSIGNMENT OR TRANSFER

The Franchisee shall not transfer or assign Franchise authorisation without prior written approval from the Company.

The Company may make lawful organisational or operational arrangements affecting the administration of the Franchise relationship.

87. FORCE MAJEURE

Neither party shall ordinarily be responsible for failure or delay caused by circumstances beyond reasonable control, including natural disasters, government action, major transportation disruption, pandemics or other comparable events.

88. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of India.

Subject to applicable law and any mandatory legal jurisdiction, disputes arising from these Terms shall be subject to the jurisdiction of the competent courts having jurisdiction over the Company.

SECTION 12 - ACKNOWLEDGEMENT AND ACCEPTANCE

By applying for, accepting or continuing to operate an authorised Franchise, the Applicant or Franchisee confirms that they:

1. have read or had the opportunity to read these Terms;
2. understand the general nature of the Franchise relationship;
3. understand that business success and income are not guaranteed;
4. accept responsibility for independent business decisions and expenses;
5. agree to comply with applicable Company Policies and applicable laws;
6. will not misuse Company branding or Intellectual Property;
7. will make accurate representations to customers;
8. understand that commercial terms may change from time to time;
9. understand that Product-related matters are governed by applicable Company Policies;
10. understand that Franchise authorisation may be suspended or withdrawn in accordance with these Terms and applicable law; and
11. agree to these Terms through the authorised acceptance process.