



This Agreement is made and entered into on this ___ day of ___, 25, by and between:

[**Goodies Pvt Ltd.**/Franchisor Name], a company incorporated under the secp , having its registered office at Goodies Pvt Ltd Airport road quetta Pakistan

AND

[**Investor/Franchisee** Name], residing/registered at [Address] (hereinafter referred to as the “Franchisee”).

Collectively referred to as “the Parties.”

1. Purpose

This Agreement sets forth the terms and conditions under which the Franchisee shall invest in a [Goodies Pvt Ltd] outlet, while the Franchisor shall retain exclusive control and management of operations, including staffing, training, procurement, marketing, and administration.

The Franchisee shall remain a silent investor and shall not interfere in day-to-day operations.



2. Investment Structure

The Franchisee shall make a total investment of PKR 8.5 million, allocated as follows:

Interior & Exterior Setup: PKR 2.5 million 1500sq ft to 2000sq ft

Initial Inventory (supplied by Franchisor): PKR 5 million

ERP & CCTV Setup

Marketing & Advertisement: PKR 1 million

The investment shall be deposited in full prior to commencement of operations.

2A. Adjustment in Construction Cost (Interior & Exterior)

1. The estimated cost for Interior and Exterior setup is PKR 2.5 million.

2. In the event that the actual construction cost exceeds the estimated amount, the Franchisee shall be solely responsible for paying the additional amount.

3. If the actual cost is lower than the estimate, the balance shall be adjusted in favor of the Franchisee.



3. Obligations of the Franchisor

The Franchisor shall:

1. Maintain complete operational control, including staff recruitment, training, and daily management.
2. Supply and replenish inventory exclusively through authorized channels.
3. Provide and maintain the ERP system and CCTV cameras.
4. Grant the Franchisee real-time access to:
CCTV surveillance of the outlet.
ERP data including sales, purchases, profit and loss statements.
5. Conduct all marketing and promotional campaigns.
6. Provide transparent monthly financial reporting (if requested).

4. Obligations of the Franchisee

The Franchisee shall:

1. Provide the full investment as per Clause 2.
2. Remain a silent investor without any interference in operations.
3. Monitor performance only via ERP and CCTV access.
4. Not engage in purchasing, staff management, or operational activities.



5. Non-Interference & Breach

1. The Franchisee shall have no right to:
Directly purchase products or inventory.
Hire, terminate, or manage staff.
Control or influence pricing, promotions, or day-to-day operations.
2. Any involvement by the Franchisee in the above shall constitute a material breach.
3. Upon breach, the Franchisor reserves the right to:
Cancel the Franchise License immediately, and
Hold the Franchisee liable for any and all resulting losses, damages, or penalties

6. Step Back / Exit Policy

1. The Franchisee shall not withdraw from the Franchise before 18 months from the commencement date.
2. After 18 months, the Franchisee may withdraw subject to:
A 25% deduction on the total investment amount.
Refund of the remaining 75% investment by the Franchisor within three (3) months of written notice.
3. If the Franchisee exits before 18 months, the exit shall be treated as a breach, and the Franchisor shall not be obligated to refund any amount.



7. Duration & Termination

1. This Agreement shall remain valid until terminated as per Clause 6 or for breach of terms.
2. Termination shall be communicated in writing.
3. Upon termination, all rights of the Franchisee in operations shall cease immediately.

8. Confidentiality

Both Parties agree to maintain confidentiality of all business, financial, and operational data.

9. Governing Law & Dispute Resolution

1. This Agreement shall be governed and construed in accordance with the laws of Pakistan, including but not limited to the Contract Act, 1872, the Companies Act, 2017, and any other applicable laws and regulations.
2. Any disputes arising out of or in connection with this Agreement shall first be attempted to be resolved amicably between the Parties.
3. In the event no settlement is reached, the dispute shall be referred to arbitration under the Arbitration Act, 1940 (Pakistan), and the decision of the appointed arbitrator shall be final and binding on both Parties.



4. The courts of Pakistan shall have exclusive jurisdiction for enforcement of arbitral awards or any legal proceedings arising from this Agreement.

10. Entire Agreement

This document constitutes the entire understanding between the Parties and supersedes all prior discussions or MoUs.

11. Signatures

For Franchisor

Name: _____
Designation: _____
Signature: _____
Date: _____

For Franchisee

Name: _____
Designation: _____
Signature: _____
Date: _____

