

# MISHAAAL CLUB and Businesses Partnership Agreement

This Restaurant Partnership Agreement ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 20, at Mumbai, Maharashtra, India.

## Parties

|                                                     |                                 |
|-----------------------------------------------------|---------------------------------|
| Platform:                                           |                                 |
| Registered Business Name:                           | <b>MISHAAAL CLUB</b>            |
| Registered Address:                                 | <b>Mumbai, Maharashtra</b>      |
| Contact Email:                                      | <b>support@mishaaalclub.com</b> |
| Merchant (Restaurant/Cafe/Cake/Bakery/Sweets Shop): |                                 |
| Name of Business:                                   | _____                           |
| Company Name:                                       | _____                           |
| Address:                                            | _____                           |
| Contact Person:                                     | _____                           |
| Email:                                              | _____                           |
| Phone:                                              | _____                           |

## 1. Services by MISHAAAL CLUB

- Listing Merchant's details, menu, photos, and food items.
- Selling discount coupons to the public.
- Marketing and promotional activities.
- Booking tables for customers.
- The Platform will NOT handle or provide food delivery logistics.

## 2. Relationship & Exclusivity

- This partnership is non-exclusive. Merchants may list with any other platforms.

## 3. Fees & Payments

- Sign-up fee: **499** if Merchant provides photos at signing.
- Sign-up fee: **999** if MISHAAAL CLUB takes photos of the restaurant, food, and menu at signing.
- Annual maintenance fee of **2500**, payable to keep the listing active.
- Note: SPECIAL OFFER - **zero fees** for first 500 merchants

## 4. Merchant Obligations

- Merchant shall provide accurate and up-to-date menu, pricing, and other business details.
- Merchant must maintain a valid FSSAI license.
- Merchant agrees to comply with all applicable food safety standards and laws.
- Merchant must promptly inform MISHAAAL CLUB of any changes to their business including, but not limited to, name, menu, pricing, or operations.

## 5. Intellectual Property

- All photos provided by the Merchant or taken by MISHAAAL CLUB shall be the intellectual property of MISHAAAL CLUB.
- Customer data generated or collected via the platform shall remain the exclusive property of MISHAAAL CLUB.
- Merchant grants MISHAAAL CLUB the right to use their branding, logos, menu, and photos for listing and marketing purposes and permits MISHAAAL CLUB to display its small logo on those photos.

## 6. Confidentiality

- Both parties agree to keep all non-public, proprietary, or sensitive business information confidential.

## 7. Indemnification

- Merchant agrees to indemnify and hold harmless MISHAAAL CLUB from any claims, damages, or losses arising from the Merchant's operations, including intellectual property infringement, regulatory non-compliance, or quality issues.

## 8. Limitation of Liability

- MISHAAAL CLUB's financial liability under this Agreement shall be limited to the sign-up and maintenance fees paid by the Merchant. MISHAAAL CLUB shall not be liable for any indirect, incidental, or consequential damages.

## 9. Term & Termination

- This Agreement shall be effective for one year from the date of signing.
- It is the Merchant's responsibility to renew or sign a new agreement before expiry to continue listing.
- MISHAAAL CLUB may terminate this Agreement at any time with 7 days' written notice.
- Immediate termination may occur if the Merchant breaches this Agreement or engages in illegal or unsafe activities.

## 10. Governing Law & Dispute Resolution

- This Agreement shall be governed by Indian laws. All disputes shall be resolved by binding arbitration in Mumbai under the Arbitration and Conciliation Act, 1996.

## 11. Entire Agreement & Amendments

- This Agreement represents the entire understanding between the parties and supersedes any previous agreements or understandings, whether oral or written. Any amendments must be in writing and signed by both parties.

## 12. Declaration

- "I/We affirm and undertake that I/we have read and understood the Platform's Terms of Use (<https://www.mishaaalclub.com/terms>) and agree that all rights, obligations, and liabilities will be governed thereby."

### For MISHAAAL CLUB

Signature: \_\_\_\_\_

Name: **Vishal Satija**

Designation: **Founder**

Date: \_\_\_\_ / \_\_\_\_ / 2025

### For Merchant

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_