

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and effective in [SPECIFY FULL DATE]

BY AND BETWEEN:

[SPECIFY THE NAME OF THE COMPANY], a [SPECIFY STATE OR COUNTRY] corporation, with its principal business address at [SPECIFY STREET ADDRESS OF THE COMPANY][SPECIFY CITY, STATE OR PROVINCE OF THE COMPANY][SPECIFY ZIP OR POSTAL CODE OF THE COMPANY] (referred to in this Agreement as the "Company"),

AND:

[SPECIFY NAME OF THE FRANCHISOR], a [SPECIFY STATE OR COUNTRY] corporation, with its principal address at [SPECIFY STREET ADDRESS OF THE FRANCHISOR][INSERT CITY, STATE OR PROVINCE OF THE FRANCHISOR][INSERT ZIP OR POSTAL CODE OF THE COMPANY] (referred to in this Agreement as the "Franchisor").

By signing this Agreement, the Company and Franchisor concurs to all of the terms and conditions stipulated in this Agreement and in the attached Exhibits to this Agreement.

By signing this Agreement, the Franchisor is also agreeing that you understand and accept the Preamble and Acknowledgements stipulated in this Agreement.

I. PREAMBLES AND ACKNOWLEDGEMENT

A. Preambles

[SPECIFY NAME OF THE BRAND] is controlled and managed under distinctive business formats, structures, techniques, procedures, systems, designs, layouts and descriptions, all of which the Company may enhance, further develop or change in the future. The Company and its Affiliates have disbursed a notable amount of time and effort in expanding and improving a good quality of education towards its students and clients. The Company's Affiliates at the present time own and operate a wide variety of [SPECIFY NAME OF THE BRAND], and the Company and its Affiliates may continue to own and operate [SPECIFY NAME OF THE BRAND] in the future. The Company own the Marks. The Company and its Affiliates have franchised and licensed and, in the future, will continue to franchise and license others to operate [SPECIFY NAME OF THE BRAND] and other [SPECIFY NAME OF THE BRAND].

B. Acknowledgements

The Franchisor acknowledge and accept that he or she have read this Agreement and the Company's offering of circular and understand and concur the provisions of this Agreement as being reasonably necessary to maintain the Company's high standards of quality and service and the uniformity of those standards at all [SPECIFY NAME OF THE BRAND] franchised by [SPECIFY NAME OF THE FRANCHISOR] and to protect and preserve the goodwill of the Marks.

Any information relating to the sales, profits or cash flows of [SPECIFY NAME OF THE BRAND] operated by the Company or the Company's franchisees that is contained in our offering circular and other materials is intended only to be an indication of historical performance of certain [SPECIFY NAME OF THE BRAND] and NOT of potential future financial performance.

The Company expressly disown and deny the creation of, and the Franchisor acknowledges that Franchisor have not received or relied on, any express or implied warranty or guarantee as to the revenues, profits or success of the business venture contemplated by this Agreement.

The Company officers, directors, employees and agents are acting only in a representative and not a personal capacity in the Company's dealings and matters with the Franchisor. The Franchisor have not received or depended on any representations about the Company or its franchising program or policies from the Company or its officers, directors, employees or agents that are contradictory to the statements made in its offering circular or to the terms of this Agreement.

The Franchisor further represent to the Company, as an inducement to its entry into this Agreement, that all statements in the Franchisor's application for the rights granted in this Agreement are accurate and complete and that the Franchisor have made no misrepresentations or material omissions in obtaining these rights.

II. GRANT OF FRANCHISE

A. Grant of Franchise

The Franchisor have applied for a franchise to own and operate a School at [SPECIFY STREET ADDRESS][INSERT CITY, STATE OR PROVINCE][INSERT ZIP OR POSTAL CODE] (the 'Premises'). Subject to the terms and conditions of this Agreement, the Company grant the Franchisor a NON-EXCLUSIVE franchise (the 'Franchise") to operate the School at the Premises and to use the [SPECIFY NAME OF THE BRAND] system in the operation of the School.

B. Initial Term of the Franchise Agreement

The initial term of this Agreement will be [SPECIFY NUMBER] years, commencing on the date of this Agreement. This Agreement may be renewed and may be terminated prior to expiration of its term.

C. Renewals

If the Franchisor is not in default at the time of exercise of a renewal option and at the time the prior term expires, he or she may renew this Agreement for [SPECIFY NUMBER] successive [SPECIFY NUMBER] year terms, upon giving the Company a written notice of its intention to renew at least [SPECIFY NUMBER] days prior to expiration of the then current term. The renewal will be upon the terms and conditions contained in this Franchise Agreement in use by the Company at the time the renewal option is exercised.

III. FEES

A. The Franchise Fee

The Franchisor agree to pay the Company a nonrecurring franchise fee in the amount of [SPECIFY AMOUNT] upon execution of this Agreement. This franchise fee will be fully earned by the Company when paid and is not refundable, except on instances ad provided in Section [SPECIFY NUMBER]. The franchise fee represents payment to the Company for the Franchisor's right to use the Marks and the [SPECIFY NAME OF THE BRAND] System in the development and operation of the School Branch.

B. Late Charge; Interest on Late Payments

To compensate the Company for the increased administrative expense of handling late payments, the Company may charge a [SPECIFY AMOUNT] late charge for each delinquent payment, due upon making the delinquent payment. All royalty fees, amounts due for purchases by the Franchisor from the Company or its Affiliates and other amounts which the Franchisor owe to the Company or its Affiliates will bear interest from their due date until paid at a rate equal to the lesser of the highest applicable legal rate for open account business credit, or [SPECIFY PERCENTAGE] per month, payable when the corresponding delinquent payment is made. The Franchisor agree that this Section does not constitute the Company or its Affiliates' agreement to accept payments after they are due or a commitment by the Company or its Affiliates to extend credit to the Sub franchisor or otherwise to finance the operation of the School. The Franchisor's failure to pay all amounts when due will constitute grounds for termination of this Agreement by the Company.

C. Application of Payments

Regardless of any designation by you, the Company have sole discretion to apply any payments by the Franchisor to any of its past due indebtedness for royalty fees, purchases from the Company or its Affiliates, interest or any other indebtedness or amounts owed to the Company or its Affiliates.

IV. CONFIDENTIALITY

A. Any and all trademarks and any copyrights belonging to franchise will remain the Franchisee's sole intellectual property at all times. The Franchisor will have limited and non-exclusive rights for use of said trademarks and copyrights for the sole purposes of advertising and promotion.

B. Any misuse of the Franchisor's trademarks or copyrights will result in contract termination and legal action. Any use of the owner's copyrighted material without prior approval will be subject to agreement termination.

C. All confidential information exchanged between the Company and the Franchisor shall be labeled and clearly marked as confidential.

D. The Franchisor shall not make or keep any duplicates or reproductions of correspondence, reports, memoranda, data or other documents in connection to any Confidential Information, Intellectual Property and the Works, Products and/or Services and the resulting products and/or services thereof, nor keep or take any property of any sort which belongs to the Franchisor or the Company.

E. the Franchisor further concurs not to make use any Confidential Information, Intellectual Property and the Works, products and/or services and the resulting products and/or services thereof, in any way adverse and critical to the Company or Franchisor's desires.

F. If the Franchisor develops improvements (as determined by the Franchisor) to the Confidential Information, the Franchisor shall, without additional consideration, execute such agreements and other documentation as shall be deemed necessary by the Franchisor, granting exclusive ownership thereof to the Franchisor. All such improvements shall be Confidential Information.

G. The Franchisor concurs and agrees that, upon termination, completion, or other end of his or her employment, the Franchisor shall thereafter return to the Company or the Franchisor all Confidential Information, Intellectual Property and the Works, Products and/or Services and the resulting products and/or services thereof, in the Franchisor's possession or under its control.

V. DEFAULTS

A. Our Defaults

If the Company materially violate and infringe a provision of this Agreement and fail within [SPECIFY NUMBER] days after written notice of breach is delivered to the Company, either to rectify such failure or, if such failure cannot reasonably be rectified within [SPECIFY NUMBER] days, to give and issue a proof acceptable to you of efforts which are reasonably calculated to rectify such failure within a reasonable time, which will in no event be more than [SPECIFY NUMBER] days after such notice, and after that to rectify such failure within the [SPECIFY NUMBER] day time period, then the Company will be in default under this Agreement.

Either party shall only be considered in Default of this Agreement if and only if:

a. [SPECIFY CONDITIONS OF DEFAULT];

b. [ADD MORE AS NEEDED]

A Party shall only be considered if and only if it receives written notice of the alleged default committed or omitted. In the event of a certified default by either party, the party in question shall be given a period of [SPECIFY PERIOD] to cure such default. The

cure period for such default may be extended upon the determination of the aggrieved Party.

VI. TERMINATION OF AGREEMENT

A. Termination upon Expiration of Term

This Agreement will terminate upon expiration of the term of this Agreement, unless terminated earlier.

B. Sub Franchisor's Right to Terminate if the Company Default

If the Company is in default under this Agreement, in addition to whatever other rights and remedies are available to the Sub franchisor and if they are not in compliance with this Agreement, the Sub franchisor may terminate this Agreement effective [SPECIFY NUMBER] days after delivery to the Company of notice of termination, unless within that time, the Company's default is rectified.

C. Termination by the Sub franchisor without Cause

A termination of this Agreement by the Sub franchisor for any reason other than as permitted by Section [SPECIFY NUMBER] above will be considered a termination by the Sub franchisor without cause and in violation of this Agreement.

D. the Company's Right to Terminate if the Sub franchisor is Default

If the Sub franchisor are in default under this Agreement, in addition to whatever other rights and remedies are available to the Company, the Company may terminate this Agreement, effective upon delivery of notice of termination to the Sub franchisor.

E. Payment of Amounts Owed to Us and Others following Termination

The Sub franchisor agree to pay the Company within [SPECIFY NUMBER] days after the date of termination of this Agreement, or such later date as the amounts due to the Company are determined, the royalty fees, Marketing Fund contributions, amounts owed for purchases by the Sub franchisor from the Company or its Affiliates, interest due on any of the foregoing and all other amounts owed to the Company or its Affiliates which are then unpaid.

F. Discontinuance of the Use of the Marks following Termination

The Sub franchisor agree that, upon termination of this Agreement, the Sub franchisor will:

- (a) Not directly or indirectly at any time or in any manner (except with respect to other [SPECIFY NAME OF THE BRAND] owned and operated by the Franchisor) identify itself or any business as a current or former [SPECIFY NAME OF THE BRAND], or as a franchisee, licensee or dealer of the Company or its Affiliates, use any Mark, any colorable imitation of a Mark or other indicia of a [SPECIFY NAME OF THE BRAND] in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with the Company or its Affiliates;

- (b) Convey and transport to the Company all signs, sign-faces, sign-cabinets, marketing materials, forms, invoices and other materials which comprises of any Mark or in other respects identifying or relating to a [SPECIFIC NAME OF THE SCHOOL] and allow the Company, without liability, to remove all such items from the School;
- (c) Take such action as may be necessary to terminate and eliminate all fictitious or supposed name or equivalent registrations relating to the use of any Mark;
- (d) Furnish the Company, within [SPECIFY NUMBER] days after the effective date of termination, with evidence satisfactory to the Company of the Franchisor's compliance with the obligations of this agreement.

G. Discontinuance of Use of Confidential Information following Termination

The Franchisor agree that, upon termination of this Agreement, the Franchisor will immediately cease to use any Confidential Information disclosed to the Franchisor pursuant to this Agreement in any business or otherwise and you will return to us all copies of the Operations Manual and any other confidential materials which we have loaned to you.

H. Termination of Franchise Agreement

Upon the closing of the purchase of the Assets and satisfaction by the Company of all of the Company's obligations under this Agreement accruing through the closing, this Agreement will terminate.

I. Continuing Obligations

All obligations of the Company and the Sub franchisor which expressly or by their nature survive the termination of this Agreement will continue in full force and effect subsequent to and notwithstanding termination and until they are satisfied in full or by their nature expire.

VII. INSPECTION

[SPECIFY NAME OF THE FRANCHISOR] agrees to participate in all forms of accounting inspection for the purpose of [SPECIFIC PURPOSE]. All such inspections shall be performed by appropriate persons assigned by the [SPECIFY ASSIGNOR] during business hours. Interference by both parties concerned is strictly prohibited during the conduct of such inspections.

VIII. TAXES, LAWS AND LEASING CORPORATIONS

- A. [SPECIFY NAME OF THE FRANCHISOR] shall pay any and all taxes and other financial obligations arising out of the operation of Franchisor's business.

- B. [SPECIFY THE NAME OF THE FRANCHISOR] agrees to comply with all local laws, orders, codes and ordinances applicable to [SPECIFY NAME OF FRANCHISOR]'s business.

IX. SEVERABILITY AND JURISDICTION

- A. Any term found unenforceable will have the option to be replaced as deemed necessary. The exclusion of the above-mentioned terms will in no way affect any other portions of this agreement.
- B. Both parties are in agreement any and all disagreements pertaining to this sub franchise agreement shall take place in [SPECIFY STATE OR COUNTRY].

X. NOTICES

All notices required to be given under this Agreement shall be deemed to have been properly given when done in writing and duly effective on the date of delivery when given in person or [NUMBER] days if mailed through postage, certified, or first-class mail to the following respective addresses:

Franchisor: [SPECIFY NAME OF THE FRANCHISOR]

[SPECIFY THE FULL AND COMPLETE ADDRESS OF THE FRANCHISOR]

Company: [SPECIFY NAME OF THE COMPANY]

[SPECIFY THE FULL AND COMPLETE ADDRESS OF THE COMPANY]

XI. NO REPRESENTATIONS

[SPECIFY NAME OF FRANCHISOR] warrants, represents and acknowledges that:

- a. It shall enter into this Agreement voluntarily and without force or coercion by any person or party;

b. [ADD MORE AS NEEDED]

XII. INDEMNIFICATION

The Franchisor shall indemnify, defend, and hold [SPECIFY THE PERSONS TO BE INDEMNIFIED OR DEFENDED] from and against any and all [SPECIFY WHAT INSTANCES], arising out of or in connection with this Agreement, except those which was caused by the sole negligence or willful misconduct of the Franchisor. The Franchisor shall defend the Franchisor against [PROVIDE INSTANCES WHERE THE FRANCHISOR MUST DEFEND THE FRANCHISOR].

XIII. INTERPRETATION

It is agreed and acknowledged that the provisions of this Agreement have been arrived at through [SPECIFY THE STEPS DONE BEFORE ARRIVING AT THE AGREEMENT], and that each party has had a full and fair [SPECIFY] to revise the provisions of this Agreement and to have such provisions reviewed by [SPECIFY THE PERSON TO REVIEW].

XIV. Settlement of Disputes, Governing Law & Arbitration

- a. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.

- b. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
- c. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
- d. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

XV. INSURANCE

The Franchisor shall secure, obtain and maintain for the full length of the Term insurance against claims for injuries to persons or damages to property and [SPECIFY] which may arise [SPECIFY]. The cost of such insurance shall be borne by the Franchisor, and at a minimum, Franchisor shall maintain the insurance shall be as set forth below:

- a. The Franchisor shall maintain workers' compensation insurance for all its employees consistent with applicable laws.

b. The Franchisor shall obtain and keep in force during the Term of the Agreement a policy or policies of fire, property and casualty insurance covering loss or damage to the building, premise, and the related improvements, in an amount of at least [SPECIFY THE AMOUNT] or more per occurrence for the replacement cost of the building, premise, and the improvements used by the Franchisor under this Agreement. Any deductibles must be declared and approved by the Franchisor.

c. In the event the Franchisor fails, for reasons known to the Franchisor, to secure and maintain any of the Insurance policies required to be maintained and secured, the Franchisor may, but shall not be obligated to, secure and maintain such insurance policies. Upon demand and presentation of a [SPECIFY WHAT TO BE PRESENTED], Franchisor shall immediately pay the cost of such policies to the Franchisor. Alternatively, Franchisor may terminate this Agreement upon [SPECIFY THE PERIOD WHERE THE FRANCHISOR MAY TERMINATE THE AGREEMENT] days written notice to Franchisor if Franchisor has not cured the failure to maintain insurance.

XVI. CAPTIONS

All marginal headings and numbers to the articles, sections, and subsections in this Agreement are for the sole purpose of convenience of reference and shall not in any way affect the construction or interpretation of this Agreement.

XVII. MISCELLANEOUS

- A. This Agreement shall be governed by the laws of the [STATE/PROVINCE] which is applied to agreements arranged, executed and performed entirely within [STATE/PROVINCE].
- B. This Agreement may only be assigned by Franchisor or Franchisor to a successor in business of essentially all assets of Franchisor or Franchisor. Otherwise, the same may not be assigned to an unrelated third party.
- C. This agreement shall inure to the benefit of the successors and assigns of [SPECIFY NAME OF FRANCHISOR].
- D. This Agreement constitutes the entire agreement by and between the [SPECIFY NAME OF THE FRANCHISOR] and the [SPECIFY THE NAME OF THE FRANCHISOR] and supersedes all prior communications, understandings, representations, and agreements, either written and/or oral, with respect to all matters covered in the Agreement.
- E. No waivers, amendments and/or modifications to this Agreement shall be deemed valid and/or binding unless expressed in writing and agreed upon and signed voluntarily by both Franchisor and Franchisor. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.
- F. Time is of the essence to this Agreement.
- G. There are no third party beneficiaries to this Agreement.
- H. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, unless otherwise suggested by the text.
- I. Solely upon execution by the President or the Vice President of the Franchisor shall this Agreement become effective?

XVIII. ENTIRE AGREEMENT

- A. This Agreement represents and constitutes the entire agreement between the [SPECIFY THE NAME OF THE FRANCHISOR] ("Franchisor") and the [SPECIFY THE NAME OF THE FRANCHISOR] ("Franchisor") in connection with the subject matter implied herewith. All prior agreements, discussions, terms, and provisions are merged herein.
- B. There are no terms, agreements or provisions, express or implied, between the parties concerning the subject matter hereof, including, without limitation, any implied term, agreement or provision of good faith and fair dealing, except those expressly set forth in this agreement except those permitted to be made unilaterally by the Franchisor hereunder, no amendment, change or variance from this agreement shall be binding on either party unless mutually agreed to by the Franchisor and the Company and executed in writing.

IN WITNESS WHEREOF, the parties hereof have executed this agreement as of the date of execution by [SPECIFY THE NAME OF THE FRANCHISOR].

FOR AND ON BEHALF OF [SPECIFY NAME OF FRANCHISOR]:

SIGNATURE: [INSERT SIGNATURE]

COMPANY: [SPECIFY NAME OF FRANCHISOR]

PLACE: [SPECIFY THE PLACE SIGNED]

NAME: [SPECIFY THE NAME ASSIGNED]

DESIGNATION: [SPECIFY THE DESIGNATION]

DATE: [SPECIFY THE CURRENT DATE]

FOR AND ON BEHALF OF [SPECIFY NAME OF THE COMPANY]:

SIGNATURE: [INSERT SIGNATURE]

COMPANY: [SPECIFY NAME OF THE COMPANY]

PLACE: [SPECIFY THE PLACE SIGNED]

NAME: [SPECIFY THE NAME ASSIGNED]

DESIGNATION: [SPECIFY THE DESIGNATION]

DATE: [SPECIFY THE CURRENT DATE]

WITNESS:

FOR THE FRANCHISOR:

SIGNATURE: [INSERT SIGNATURE]

NAME: [SPECIFY NAME OF THE WITNESS]

FOR THE COMPANY:

SIGNATURE: [INSERT SIGNATURE]

NAME: [SPECIFY NAME OF THE WITNESS]