

FRANCHISE AGREEMENT

This AGREEMENT entered into on the ____ day of _____(month) , 2019

BETWEEN:

Arride Learning, sole proprietorship firm having its Registered Office at Om enclave Anantpura Kota Rajasthan pin-324005 , represented herein by its owner Shri Naveen Verma (hereinafter referred to as the "NUCLEON " , which expression shall, whenever the context so requires or admits mean and include its successors and assigns) of the ONE PART;

AND

Name _____

Address _____

(hereinafter referred to as the "Franchiser", which expression shall, unless the context so requires or admits mean and include its Partners, for the time being, their heirs, legal representatives, executors and permitted assigns) of the OTHER PART;

WHEREAS NUCLEON is engaged in running classroom coaching program & in developing online E-Learning products under the owners of the trade name and trade mark " Nucleon";

WHEREAS NUCLEON is desirous of promoting classroom coaching program & e-learning products under its trade name and trade mark by setting up chain or franchises all over the country on its own & also by appointing stockiest, retailers and franchises for the purpose of setting up of franchise.

WHEREAS the Franchiser has offered to set up one such franchise in _____ city and has represented to NUCLEON that it is in a position of invest necessary capital and is also possessed of a suitable premises to set up and carry on the franchise and NUCLEON has accepted the said offer;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

That in consideration of the foregoing, the Company hereby appoint _____(name) as its Franchiser in the City of.....(place) upon the following terms and conditions:

1.This is a ZERO cost franchise program in which the "NUCLEON" will not going to charge any cost for it's brand name for the establishment of classroom coaching program under the name and style of "NUCLEON".

But its based on the 10:90 ratio revenue sharing model where "NUCLEON" will be going to charge 10% of the total revenue generated per student enrolled in the classroom coaching program from the franchise partner.

Franchiser Sign:

2. "NUCLEON" also offer an opportunity to the franchise partner to sell Nucleon's E-learning products from his/her franchise centre for which the Franchise partner shall be entitled to a commission at the rate of 15% of the net sale price realized by NUCLEON. The expression net sale price shall mean the selling price of the E-Learning Product excluding Sales Tax, local taxes and other levies imposed upon the sale or purchase of the E-Learning Product and/or on the total turnover, packing and forwarding charges and gift wrapping charges.

3. NUCLEON will provide all academic support for the opening of franchise:-

- Classroom recorded videos in protected form in USB. (*Optional - At the cost of 1 Lakh per year for showing lectures to student enrolled in classroom program*).
- Courses content in PDF
- Online test series for enrolled students
- Complete Study Material for all the students at centre
- Complete Academic Planning

4. The fee of the classroom program will solely decided by franchise partner. The Franchiser will collect all fees in his/her account and show all related documents to NUCLEON. If he/she collects fees in cash then he/she must give receipt to student and one copy to be submitted to "Nucleon". The Franchiser will show data regularly of all students enrolled at franchise centre.

5. The Franchiser will bear all expenses related to setup & running operations of the franchise in his/her city.

6. The Franchiser will meet and bear the entire cost of furnishing and decorating the interior and exterior of the Schedule-Premises in accordance with the specifications and requirements of NUCLEON, particularly touching upon the following aspects -- elevation, décor and interior design, selection of furniture, fitting, counters and stands, lighting system, illumination, mannequins, window display, air conditioning, fire fighting equipment, furnishings, flooring

7. The name of the centre shall be promptly and clearly displayed as Nucleon IIT JEE Kota_(City Name)_(Centre Name) OR Powered by Nucleon IIT JEE Kota.

8. The Franchiser at his/her cost will employ the necessary personnel to man and manage the franchise to the entire satisfaction of NUCLEON. The franchiser will not try to steal or copy data from USB provided by NUCLEON and will not try to sell courses without consent of NUCLEON. Franchiser will bear cost of advertisement for the respective franchise centre.

9. The franchise partner will bear the entire cost of arranging the good faculties at the respective centre for the Classroom Program

Franchiser Sign:

The Franchiser COVENANTS WITH THE COMPANY AS FOLLOWS:

1. It shall duly and promptly pay the owner of the Schedule Premises rents and other charges and keep the lease subsisting and valid and ensure that the Schedule Premises is always available for running of the franchise.
2. That it shall not directly or indirectly or in Partnership or Association, with friends or relatives, or Companies engaged itself in business, which is same or similar to the one being, carried on by NUCLEON.
3. That it shall not sell, display or otherwise deal in any goods which are in any way similar to the goods sold or dealt in by NUCLEON.
4. That it shall not use the trade name and/or trademark of Nucleon in any manner other than that which is permitted by NUCLEON.
5. The franchise partner has the opportunity to sell the E-Learning products of NUCLEON by written consent only.
6. That it shall remit 10 % of fee collected by all enrollments at franchise in before 10th date of each month of the preceding month to the credit of the designated account of NUCLEON, which may be indicated from time to time and shall forthwith be sent intimation of such remittances to NUCLEON.
7. That it shall not draw, accept or endorse any Bill on behalf of the NUCLEON or in any way pledge the credit of NUCLEON except with the previous written authorization of NUCLEON.
8. That it shall be the responsibility of the franchise partner to complete the syllabus of all the students enrolled at the respective centre on time.
9. Operation & academics concern of franchise will be done solely by Franchiser. For any misconduct with student or mismanagement of center, Franchiser will be solely responsible for it and NUCLEON is not liable for any legal action filed by the student or his parents
10. Revenue sharing will be done in 10:90 ratio model depending upon the total number of students, where the 90% will be given to the Franchise Partner. The revenue sharing will be done on the 10th of every month.

Franchiser Sign:

DURATION: The duration of this Agreement shall be for a period of one years commencing from _____(date/month/year). On the expiry of this period of earlier, the Agreement may be extended for such further period and on such terms as the parties may be mutually agreed in writing.

This Agreement is, however, terminable as follows:

- a. by either party giving the other 90 days notice in writing;
- b. by NUCLEON unilaterally without assigning any reasons
 - i. if the Franchiser is found guilty of misconduct, or
 - ii. commits a breach of any of the provisions of the Agreement, or
 - iii. is dissolved, or
 - iv. any suit or other proceedings are instituted for its dissolution or winding up, or
 - v. commits any act of bankruptcy,
 - vi. suffers any execution or distress.

CONSIDERATION: In consideration of the foregoing, the Franchiser shall be entitled to a commision at the rate of 15% of the net sale price realized by NUCLEON. The expression net sale price shall mean the selling price of the E-Learning Product excluding Sales Tax, local taxes and other levies imposed upon the sale or purchase of the E-Learning Product and/or on the total turnover, packing and forwarding charges and gift wrapping charges.

The commission shall be payable by NUCLEON in the bank account of the franchise owner up to the 10th date of each month.

ASSIGNMENT: This Agreement or the benefit there from shall not be assignable or transferable by the Franchiser in favor of anyone without the prior written consent of the company.

JURISDICTION: This Agreement is executed at Kota City and it is hereby agreed that in case of any dispute between franchise partner & NUCLEON, jurisdiction will be the Court situated in Kota, Rajasthan only.

Franchiser Sign:

For Franchiser (Name) :

Authorized signatory

Witness 1

Signature:

Name :

Address :

Witness 1

Signature:

Name :

Address :

For : NUCLEON

**Authorized signatory
Name : Naveen verma**

Witness 1

Signature:

Name :

Address :

Witness 1

Signature:

Name :

Address :

Kindly fill all the details & sign each page of this documents in presence of two witness. Then send is the hard copy of this agreement to our head office- **A-475 INDRA VIHAR, NEAR SHIVJYOTI SCHOOL, KOTA, Rajasthan -324005** through courier/ speed post with following document:

- i) Two passport size photographs
- ii) Self attested pan card copy
- iii) Self attested address proof (Aadhar/Driving licence/Passport copy)
- iv) One Cancelled Cheque of your bank account

In case you are interested, please connect with us at:

Registered Office:

Franchise Department
Nucleon IIT JEE,
A-475 INDRA VIHAR, NEAR SHIVJYOTI SCHOOL, KOTA

Rajasthan-324005

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