

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is entered at _____ on this _____ day of _____, 20____.

BY AND BETWEEN

Study Metro Edu. Pvt. Ltd., a private ltd. company incorporated under the Companies Act, 1956, having its registered office at _____, India (hereinafter called the “Franchisor”) and which term shall unless excluded by or repugnant to the context mean and include its heirs, successors, administrators etc. acting through its Director/authorized signatory _____, duly authorized vide board resolution dated ___/___ in this regard, of the FIRST PART.

AND

_____ an individual/partnership/corporation/limited liability company incorporated under the laws of India, holding TIN _____ and PAN _____, having its registered office at _____ (hereinafter called the “Franchisee”) and which term shall unless excluded by or repugnant to the context mean and include its heirs, successors, administrators etc. acting through its authorized signatory _____, duly authorized vide board resolution dated ___/___ in this regard, of the SECOND PART.

In this Franchise Agreement, the meanings set forth for defined terms in this Agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neutral forms as the context may require.

The “Franchisor” and the “Franchisee” are also referred to individually as “Party” and collectively as “Parties”

RECITALS

- A. **WHEREAS**, the Franchisor is into the business of providing consultation service regarding overseas higher education, work and study program etc. under the brand name “studymetro” (hereinafter referred to as the “Brand”).

- B. **WHEREAS**, the Franchisor has developed its consultancy business under the Brand name “studymetro” and the Franchisee aims to develop a franchise model on the same (hereinafter referred to as the “Franchise Business”).
- C. **WHEREAS**, the Franchisor is aiming to expand its Services (defined below) in a franchisee owned franchise operated (FOFO) under its Brand.
- D. **WHEREAS**, the Franchisee desires to associate itself with the Brand by becoming a franchisee in the specified Territory. The Franchisee has approached the Franchisor for the same, on the following terms and conditions as elaborated in detail and constitute a vital part of this Agreement. The Franchisor has agreed in principal for giving the Franchise on relying upon the representations made by the Franchisee.
- E. **WHEREAS**, notwithstanding the terms and conditions contained herein, the relation between the Franchisor and the Franchisee will be that of independent entities and not as principal and agent. Hence for any acts of omission or commission done by Franchisee, the Franchisor will not be responsible in any manner whatsoever.

NOW THEREFORE, the parties hereto intending to be legally bound in consideration of mutual Agreements and covenants contained herein do hereby agree as follows:

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

In this Agreement, unless the context otherwise requires, the following words shall have the meaning ascribed thereto when used in capitalized form elsewhere in this Agreement:

- (a) “Agreement” means this Franchise Agreement executed between Parties.
- (b) “Applicable Law” means all local laws applicable to the Franchisee business or Centre, including Acts, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, direction, directives and standards of any governmental authority which are legally mandatory in nature affecting obligations of either of the Parties.
- (c) “Approvals” means any approval, consent, permit, license, authorization, certificate, exemption, filing, registration, ordinance, guidelines, policies, notices, direction, directives and standards of any Governmental Authority which are legally

mandatory in nature and/or other requirements, which are required under Applicable Law.

- (d) “Centre” means and includes the centre identified and situated at [REDACTED] (‘Location’) admeasuring ____ sq. ft. and established exclusively for providing Services under Brand name “studymetro” in terms of the present Agreement.
- (e) “Confidential Information” means any documents, data, or information related to the Franchisor’s business that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as (a) financial information; (b) technical information, including but not limited to research, development, procedures, data, designs, and Technical know-how; (c) business information, including but not limited to products, operations, planning, marketing interests, and products disclosed by Franchisor to the Franchisee; (d) Personal information of any customers (e) all information or data which Franchisee has access in connection with performance of the present agreement, whether before or after execution of the present agreement (f) all confidential or proprietary concepts, documentation, reports, lists, files, data, specifications, Software, source code, object code, flow charts, databases, data files, inventions, information, know-how and trade secrets, whether or not patentable or copyrightable.
- (f) “Force Majeure” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a governmental authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee’s financial inability to perform or Franchisee’s insolvency shall not be an event of Force Majeure hereunder.
- (g) “Intellectual Property Rights” means all intellectual property rights owned at present or in the future to be owned by Franchisor including but not limited to name, marks, characters, artwork, designs, trade names, trademarks, or Service marks, training material, marketing material that is in tangible or other

electronic form or medium, copyright, technical know-how, all system and process specific information, domestic or foreign letter patent, patent, patent application, patent license, inventions, invention disclosures, software or software usage rights, formulae & processes, proprietary data and data bases; for all other similar items of intellectual property, whether registered or not, including any rights created by use thereof used or permitted to be used by Franchisor.

- (h) “Operational Manual” or “Manual” or “Guidelines” means expression of procedure, specification or method of construction, selection, operation, administrative functions, modes, techniques, scheduling, evaluation, training, marketing, technical, teaching, and specifications in relation to provisioning or Services the conduct of the Centre, administration and operation of Centre or any other instruction as may be specified or adopted by Franchisor, from time to time in its sole discretion.
- (i) “Services” means the services provided at the Centre which shall mean and include but not limited to providing consultation service regarding overseas higher education, work and study program etc., and other services provided for the operation of the Franchise Business at the franchise Centre as prescribed by the Franchisor from time to time under the brand name “studymetro”.
- (j) “Software” means operational software provided to the Franchisee by the Franchisor under this Agreement by virtue of the franchising rights extended under this Agreement towards operation of the Franchise Business.
- (k) “Territory” means the geographic area of .

Interpretation:

- i. headings are for convenience only and do not affect interpretation or construction of this Agreement;
- ii. except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- iii. except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;
- iv. references to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;

- v. except where otherwise indicated, reference to Article, sub-section, recitals and Annexure are to Article, Sub-section, recitals and Annexure of this Agreement;
- vi. where under the terms of this Agreement either Party accepts an obligation to use "reasonable endeavours" in and towards the fulfillment of any objective or occurrence the full extent of that Party's obligation shall be to take all such steps which a prudent, determined and reasonable person, acting in his own interests and intent on the fulfillment of such obligation would take;
- vii. the rule of construction, if any, that an agreement should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.

ARTICLE II
APPOINTMENT AND GRANT OF LICENCE

1. The Franchisor hereby grants to the Franchisee, a Exclusive right to establish and to operate within the defined Territory, the Franchise Business at the Centre under the Brand name under the specific conditions hereinafter set forth.
2. In consideration of receipt of the consideration and subject to the terms and conditions of this Agreement, and Franchisor hereby grants Franchisee personal, Exclusive, non transferable, limited right and license to run and operate under Brand name "studymetro" for provision of Services, with;
 - (a) limited use of the Intellectual Property Rights in accordance with the terms and conditions of the present Agreement for purposes of the Services, publicity, marketing and the provision of Services under Brand name "studymetro";
 - (b) limited use of the Franchisor's Software, technical know-how, Confidential Information, training material etc. in accordance with the terms and conditions of the present Agreement for purposes of sale of Services, publicity, marketing under Brand name;
3. Franchisee disclaims all and any right, title or interest in the Intellectual Property Rights, Software, technical know-how, Confidential Information, training material, or goodwill of Franchisor derived there from including pursuant to this Agreement apart from expressly granted under Article II above and Franchisee specifically agrees and undertakes that Franchisee shall not:
 - (a) assert any right in excess of those conferred under present Agreement, or
 - (b) question, dispute or otherwise assail the validity, right, title, interest of Franchisor in the Intellectual Property Rights owned thereto, or

- (c) either directly or indirectly through its affiliates or through any other business entities of whatever description employ, claim, assert or hold-out any intellectual property right similar to the Intellectual Property Rights of Franchisor.
4. Franchisee understands and specifically agrees that this Agreement does not and shall not create a “technology transfer” agreement under any circumstances for the reason that (a) the technology (including any software, processes, procedures, curriculum and the training methodologies) made available under this Agreement is not an integrated part of a technology chain for production or management purposes and (b) the technology (including any software processes, procedures, curriculum and the training methodologies) will have its own technology license. Franchisee will not hold itself out as Franchisor’s technology recipient and will not attempt to identify Franchisor as a technology provider under this Agreement.
 5. The licenses granted under this Article shall be valid and operative only during the Term of this Agreement and shall automatically be revoked/ cancelled upon expiry of the Term or earlier termination of this Agreement.

ARTICLE III
PROPRIETARY MARKS

1. The Franchisee acknowledges that the Brand name “studymetro” is a valid trademark lawfully used by the Franchisor, and that only the Franchisor or its designated franchisees have the right to use such trademark and such other trademarks, Service marks and trade names as may exist or be acquired by the Franchisor. The Franchisee further acknowledges that valuable goodwill & reputation is attached to such trademarks, service marks and trade names, and that the Franchisee will use the same only in the manner and to the extent specifically licensed under this Agreement. The Franchisee shall not use any other mark/s unless approved by the Franchisor in writing.
2. The Franchisee understands and agrees that its license under said proprietary marks is non-exclusive and that the Franchisor, in its sole discretion, has the right itself to operate businesses under said marks and to grant other licenses in, and under such proprietary marks on any terms and conditions the Franchisor deems fit; Provided, however, that the Franchisor agrees to abide by its obligations herein set forth under the terms of this Agreement.
3. The Franchisee expressly covenants that during the term of this Agreement and after the expiration or termination thereof, the Franchisee shall not directly or indirectly contest or aid in contesting the validity or ownership of proprietary marks and copyrights of the Franchisor.

4. The Franchisee agrees to promptly notify the Franchisor of any claim, demand, or suit based upon or arising from, or of any attempt by any other person, firm, or corporation, to use the Service and/or trademarks licensed hereunder, or any trademark, Service mark, symbol, trade name, copyright, or colorable variation thereof, in which the Franchisor has a proprietary interest. The Franchisee agrees also to promptly notify the Franchisor of any litigation instituted by the Franchisee or by any person, firm, corporation or governmental agency against the Franchisee. In the event the Franchisor pursuant to the terms of the Agreement, undertakes the defense or prosecution of any litigation, the Franchisee agrees to execute any and all documents and do such acts and things as may, in the opinion of counsel for the Franchisor, be necessary to carry out such defense or prosecution, either in the name of the Franchisor or in the name of the Franchisee, as the Franchisor shall elect.
5. The Franchisee shall not use the Franchise Business, its repute and the goodwill attached to it as part of its corporate or other business ventures. The Franchisee shall not license, register or purchase vehicles, fixtures, equipment, or performs any other activity or incur any obligation or indebtedness except in his individual, corporate or other business name.
6. The Franchisee understands and acknowledges that each and every detail of the Franchise Business is important to the Franchisor, to the Franchisee, and to other licensed Franchisees in order to develop and maintain uniformity of Services, and therefore, to enhance the reputation, trade, demand and goodwill of the Franchise Business, the Franchisee accordingly covenants:
 - (a) To operate, advertise and promote his franchise under the Brand name “studymetro” without prefix or suffix; and
 - (b) To adopt and use the proprietary marks licensed hereunder solely in the manner prescribed by Franchisor and no other; in case it is found out that Franchisee has misused or tried to use the Brand name which is not in accordance with the guidelines laid under this Agreement, the Franchisor will impose a penalty, which shall be [REDACTED] times of the Franchise fee as mentioned under Article VII clause (1), without prejudice to other remedies available to it under the Law.
 - (c) To carry out its business under said Proprietary marks in accordance with operational standards established by the Franchisor and as set forth in the Operational Manual and/or other documents, if such Operational Manual or other documents are provided to the Franchisee.
7. In order to preserve the validity and integrity of the proprietary marks licensed herein, and to assure that the Franchisee is properly

employing the same in the operation of its franchise, the Franchisor or its agents shall at all reasonable times have the right to entry and inspect the Franchisee's premises, and, additionally, shall have the right to observe the manner in which the Franchisee is rendering its Services.

ARTICLE IV
LICENSES/ PERMISSIONS

1. All legal formalities such as obtaining the trade license, all or any permission under any statute or by law or rules of government or local bodies etc, compliance with the local municipal laws, obtaining the insurance etc. shall be complied with and carried out by the Franchisee at its own cost and responsibility before starting the Franchise Business and the Franchisor shall be fully absolved of any non-compliance of the same.
2. The Franchisee confirms to provide the Franchisor with a copy of all such licenses, compliances etc which is acquired for the purpose of the Franchise Business.
3. Franchisee understands that obtaining approvals or consents, whatsoever, required for performance of its obligations and effective implementations of various terms and conditions under the present Agreement under the applicable laws, either as condition precedent or during subsistence of the present Agreement, is sole responsibility of the Franchisee and under no circumstances; it may be deemed to be the responsibility of Franchisor to obtain any such approvals or consents.
4. During the Term and within the Territory, the Franchisee shall all the time will remain as main Franchisee during the Term and within the Territory of the Agreement.

ARTICLE V
OPERATIONAL MANUAL

1. The Franchisor shall provide to the Franchisee, concurrently with the commencement of the Franchisee's training program, one (1) copy of the Franchisor's Operational Manual. This Operational Manual containing the introduction of the Franchise Business.
2. The Operational Manual are the exclusive property of the Franchisor and may not be duplicated, copied, disclosed or disseminated in whole or in part in any manner except with the Franchisor's express prior written consent.
3. In order to protect the reputation and goodwill associated with the trade mark "studymetro", and to maintain uniform standards of operation, the Franchisee shall conduct its Franchisee Business and

- all operations and procedures in strict conformity with the Franchisor's Operational Manual.
4. Franchisee shall at all times treat the Operational Manual created for or approved for use in the operation of the Centre and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Operational Manual that Franchisor designates, in writing, as appropriate for copying. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.
 5. Franchisor has the right to revise the contents of the Operational Manual from time to time, to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee and Franchisee expressly agrees to make corresponding revisions to its copy of the Operational Manual and to comply with each new or changed standard.
 6. Franchisee shall at all times maintain the Operational Manual and ensure that the Operational Manual are kept current and up to date; and, in the event of any dispute as to the contents of the Operational Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's head Centre shall be binding on the Franchisee.
 7. Franchisee shall at all times maintain the updated Operational Manual at the Centre; and, in the event of any dispute as to the contents of the Operational Manual, the terms of the master copy of the Operational Manual maintained by Franchisor at Franchisor's head Centre shall be binding on the Franchisee.

ARTICLE VI
TRAINING AND ASSISTANCE

1. The initial setting up of the Franchise Business will be coordinated and assisted by the professional team of the Franchisor. The Franchisee shall recruit required number of qualified and experienced technical and administrative staff for the efficient operation of the Franchise Business.
2. An initial extensive training program shall be provided by the Franchisor to the Franchisee and its designated staff for ____ () weeks, about the operations of the Franchise Business, which include but not limited to Services and customers services, wherein

- such training shall be conducted at the place designated by the Franchisor. The Franchisee Shall bear all the training expenses along with boarding, lodging and travelling charges on actual basis and make sure that they are well equipped with the basic knowledge of the operation of the Franchise Business.
3. The Franchisee shall ensure that their designated staff and the respective employees appointed for the purpose of the Franchise Business go through final round of interview and approval from Franchisor and thereafter, adhere to the quality and Operational Manual of the Franchisor, while handling the franchise Services.
 4. Sourcing of the manpower shall be entire responsibility of the Franchisee.
 5. No employee shall be taken on the Franchisee's rolls unless he/she has completed the mandatory initial training of the Franchisor. Even after successful completion of training, the employee shall be taken on rolls only after the Franchisor's approval. However, the Franchisee shall confirm to periodically conduct such training in the Franchisee Centre to keep the employees updated of such operational and Services practices of the Franchise Business.
 6. All the statutory provisions regarding statutory employment laws etc. must be followed by the Franchisee. In case any employee of the Franchise meets with any unfortunate circumstance like accident during his/her course of employment, the liability will only lie with the Franchisee and the Franchisor will always be free from any liability of any kind whatsoever.

ARTICLE VII

CONSIDERATION OTHER REMUNERATIONS

1. Franchise Fees: Upon the signing of this Agreement and in return for having to use the Franchisor's name, logo, trademark and business system, the Franchisee agrees to pay to the Franchisor a franchise fee of INR. [REDACTED]/-(Indian Rupees [REDACTED] Only) plus applicable taxes, at the time of signing this Agreement. The same shall be deemed as fully earned and shall be non-refundable except under the conditions specified under this Agreement.
2. Security Deposit: The Franchisee shall pay a sum of INR _____/- (INR _____ Only) to the Franchisor, as a non-interest bearing security deposit towards securing the Franchisor's interest in the Centre developed. Further The Security Deposit shall be rendered by the Franchisee after expiry of the Lock In Period. This security deposit shall be refunded after termination of the Agreement subject to adjustment against any set-off/claims by/of the Franchisor.

3. Royalty: The Franchisee acknowledges to pay the Franchisor a royalty of ___% of the gross revenue generated by inquiries generated by Franchisee and ___% on the gross revenue based on the inquiries generated by Franchisor, for the Services provided under the franchise business plus applicable taxes, wherein the royalty which shall be paid by direct debit and without deduction or set off to such bank account as the Franchisor may from time to time specify on or before the Seventh (7th) of the next month.
4. Central Marketing Fund: The Franchisor shall retain ___% of the monthly gross revenue, towards the central marketing fund managed by the Franchisor in order to ascertain Franchisee's contribution towards the same.
5. Local Marketing Fund: The Franchisee shall annually spend ___% of its gross annual revenue towards local marketing and advertisement of the Franchise Business, all the local marketing and advertising shall be carried out by the Franchisee as per the Operational Manual of the Franchisor. The Franchisee shall keep the receipts of all the local marketing expenses and furnish them to the Franchisor as and when required by the Franchisor.
6. Launch and Pre Opening Expenses: The Franchisee shall spend an amount of INR. _____ /- (Indian Rupees _____ Only) for launch and pre opening activities for the Franchise Business.
7. The Parties hereto agree that the Franchisee shall make payments under the present Article or for the goods and equipments/accessories, as ordered / purchased by it and invoiced and delivered to it by the Franchisor or the vendors specified by the Franchisor, at the time of delivery to the Franchisee, through Bank Draft /Cheque/NEFT/RTGS in the name of "[REDACTED]".
8. All tax liabilities arising in connection with or arising out of the present Agreement pertaining to Franchisee shall be the sole responsibility of Franchisee. However, nothing contained herein shall prevent Franchisor from deducting tax at source as required by law from the payments due to Franchisee.
9. In the event that the Franchisee defaults in making any payments due to the Franchisor as stipulated herein, the Franchisee shall be liable to pay interest @ 18% (eighteen percent) per annum, for the entire period of such default in payment up to the date of receipt of full payment by the Franchisor along with interest, as aforesaid earned thereon. Further, the Franchisee understands that such non-payment of dues shall be construed as a material breach of the terms and conditions specified herein.

ARTICLE VIII
ADVERTISING AND MARKETING

1. Franchisee shall not advertise or use in advertising or any other form of promotion, the Brand name “studymetro” without the appropriate trademarks and copyright notice, specifying the Franchisor’s claim for registrations of the marks.
2. The Franchisee shall appoint associates for conducting and contributing for various advertising campaign through print media and electronic media for promotion in their respective city/zone, under the brand name “studymetro”.
3. The Franchisee shall take prior written approval of the Franchisor for conducting any advertising campaign through print, audio and electronic media.
4. The Franchisee shall take prior written approval of the Franchisor in respect of the material and format of the various advertising campaign through print, audio and electronic media.

ARTICLE IX FRANCHISEE’S OBLIGATIONS

The Franchisee’s obligations during the tenure of this Agreement include the initial as well as the on-going obligations:

1. To carry the Site and Centre feasibility studies for the Franchise Business.
2. To commence the Franchise Business from the Effective Date.
3. To provide assistance in organizing launch promotions and initial marketing for Franchise Business.
4. The Franchisee shall do and maintain the fit outs of the Centre as per the specifications of the Franchisor.
5. The Franchisee shall bear all expenses incurred in lieu of setting up the Centre, its décor, designing etc., as per specification of the Franchisor encompassing the floor plan layout, Interior, design and material, color etc. in designing of the Centre and the infrastructure facilities/ material are installed as per the infrastructure specifications of the Franchisor.
6. The Franchisee shall bear all expenses relating to operational expenses, maintenance, emoluments of the employees, training expenses, and any other expenses related to the Franchise Business.
7. Be responsible for the cost of consumables like water, electricity, telephone bills, or any other expense incurred in running the Centre under the scope the Franchise Business.
8. The Franchisee shall generate leads for the business as per the guidelines mentioned in the Operational Manual.
9. The Franchisee shall at all times maintain the Centre in the highest degree of sanitation, hygiene, repair and cleanliness. The Franchisee hereby agrees to make any additions, alterations, repairs and replacements at the interval of every three (3) years or at the time

that the Franchisor may reasonably require including, but not limited to such periodic repainting, equipment repairs and replacement of obsolete signs, furniture, fixtures, equipment, and floor coverings (including carpet and tile) as the Franchisor may reasonably direct.

10. The Franchisee shall maintain at all times the interior and exterior of the Centre in a good state of repair and decoration subject to wear and tear of normal use. If, at any time, the Franchisor is reasonably of the opinion that the Franchisee is not complying with such obligations, the Franchisor shall notify to the Franchisee, the action it requires from the Franchisee in order to ensure compliance with such obligations. In such event, the Franchisee shall, at its own expense, comply with such requirements forthwith within thirty (30) days of receipt of such notice. In the event of non compliance on the part of the Franchisee within (30) days of receipt of such notice the Franchisor shall do the same at its own cost and the said expenditure shall be deducted from the Security Deposit provided on behalf of the Franchisee.
11. The Franchisee shall buy all the equipment's for the purpose of the Franchise Business as required by the Franchisor from the Franchisor or the authorized vendor for providing the Services in the Centre.
12. The Franchisee shall only provide Services under the brand name "studymetro" at the Centre as approved by the Franchisor and shall not utilize the premises to provide any other Services under any other brand name without the prior approval of the Franchisor.
13. The Franchisee shall take prior approval through letter, email etc. of the Franchisor before doing any kind of marketing/advertisement/publicity or promotion for Franchise Business.
14. The Franchisee shall at all times during the subsistence of the present Agreement, keep required number of qualified and experienced staff at the Centre for the Franchise Business, wherein, their roles and responsibilities should be as defined by Franchisor and their headcount, qualifications, experience and profile are to be known and as defined by Franchisor.
15. The Franchisee shall ensure that all staff members attend the initial training provided by the Franchisor before the commencement of the Franchise Business.
16. The Franchisee shall not offer for Services at a price more than that fixed by the Franchisor. The Franchisee shall only quote the prices decided by the Franchisor for the running of Franchise Business. Although Franchisee can avail certain commission over few Services with the prior consent of the Franchisor. Further The Franchisor shall nor demand any Royalty over this commission.

17. In case of any complaints received regarding the quality of services of the Centre, the Franchisee shall offer a quick grievance redressal mechanism and in case of the customer approaching the court, the liability for any penalty imposed or any other action will solely rest with the Franchisee and there shall be no liability of the Franchisor.
18. The Franchisee covenants with the Franchisor that all the promotional/advertising schemes which will be introduced by the Franchisor will have to be duly honored by the Franchisee and all the financial burden by giving discounts if any will be borne by the Franchisee and no other.
19. Furnish the Franchisor with the copies of all insurance policies required by this Agreement, or by lease, or such other evidence of insurance coverage as may be required.
20. The Franchisee shall ensure full compliance by itself and its staff of the standards and policies of the Franchisor, including compliance with Operational Manual.
21. The Franchisee shall place upon all letter heads, stationery, bills, invoices and all other documents and literature used in connection with the Franchise Business, in such manner and place as the Franchisor may provide.
22. The Franchisee shall ensure that it does not, directly or indirectly, circumvent, interfere or contact customers introduced by the Franchisor to the Franchisee under this Agreement, without the prior written permission of the Franchisor.
23. The Franchisee agrees to maintain all insurance as is necessary to maintain general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the conduct of the Franchisee's duties hereunder. The Franchisee will provide thirty (30) days' prior written notice to the Franchisor of any material modification, cancellation, or expiration of such policy and will furnish to the Franchisor annually a copy of the certificates of insurance or other evidence requested by the Franchisor that such insurance coverage is in force.

ARTICLE X
FRANCHISOR'S OBLIGATIONS

The Franchisor's obligations during the tenure of this Agreement include the initial as well as the on-going obligations:

1. To permit the Franchisee to carry on the Franchise Business for operating and promoting under the name and style of "studymetro".
2. To provide Franchisee with the charges/ fee allocated for various Services provided in the Centre. The fee structure shall be updated by the Franchisor from time to time.

3. Procurement of all types of goods be used for the Franchise Business. The same shall be provided to the Franchisee, at a cost, by the Franchisor for operation of the Franchise Business.
4. To provide the details of the vendors/dealers for purchasing the equipments, and other products required for the Franchise Business.
5. To provide training and support to the Franchisee or his appointed personnel for enabling them to effectively carry out the Franchise business.
6. The Franchisor shall provide training to the Franchisee for the operation of the Franchise Business.
7. The Franchisor shall provide the Franchisee with the brochures, pamphlets and flex banners for the advertisement purposes. The cost for the same shall be borne by the Franchisee.
8. To provide at cost to Franchisee, the design of the forms, bills format and stationery at cost including reasonable handling charges to the Franchisee.
9. The operational Software will be provided by the Franchisor at the cost of the Franchisee for maintaining the uniformity of data of customers.
10. The Franchisor may assist in monitoring and managing the Franchise Business to make sure that the best business practices get implemented at the Franchisee's end to run it on profit.
11. The Franchisor may also provide regular advice on administrative issues as the Franchisor may deem fit.
12. The Franchisor will also take care of quality of Services to be delivered at the Franchisee's end as well as to the customers/parents of the children, through regular interactions, surprise visits at the Franchisee centre etc.
13. Franchisor authorizes the Franchisee to conduct business with strategies suitable to the territory's market.

ARTICLE XI

LOCATION AND AREA OF TERRITORY

1. Location of the Centre: The Franchisor has the right to approve or disapprove a location of the Centre based on such factors as it deems appropriate, including the condition of the premises, demographics of the surrounding area, proximity to potential clients, lease requirements, proximity to major roads and overall suitability. Neither is the Franchisor's assistance nor approval is intended to indicate that the Franchise Business will be profitable or successful at the Centre. The Franchisee is solely responsible for finding and selecting the Centre.

2. Lease of Centre: Promptly following Franchisee's receipt of acceptance, Franchisee shall proceed to negotiate a lease or purchase agreement for the site to which the acceptance relates. The Franchisor shall not unreasonably withhold its approval to the Franchisee's review of a lease or purchase agreement or, any advice or recommendation offered by the Franchisor shall not constitute a representation or guarantee that the Franchisee will succeed at the Centre nor constitute an expression of the Franchisor's opinion regarding the terms of such lease or purchase agreement. The Franchisor shall be entitled to require that nothing therein contained is contradictory to or likely to interfere with the Franchisor's rights or the Franchisee's duties under this Agreement. A proposed lease shall include, among other items, the following terms and conditions:
 - (a) The premises shall be used solely for the operation of a Centre;
 - (b) The lessor shall consent to Franchisee's use of such proprietary marks and signage as Franchisor may prescribe for a Centre;
 - (c) Franchisor shall have the option to assume all of Franchisee's rights under the lease, including the right to assign or sublease, for all or any span of the remaining term of the lease, upon Franchisee's default or termination under such lease or under the Franchise Agreement. Concurrently with the execution of the lease, Franchisee shall execute a conditional assignment assigning all Franchisee's rights under the lease to Franchisor upon such termination of the lease or the applicable Franchise Agreement;
 - (d) A provision requiring the lessor to provide the Franchisor with a copy of any written notice of deficiency sent by the lessor to the Franchisee and granting to the Franchisor in its sole discretion and sole option the right (but not the obligation) to cure any deficiency under the lease should the franchisee fail to do so within fifteen (15) days after the expiration of the period in which the franchisee may cure the default;
 - (e) A provision allowing the Franchisor upon expiration or termination of the lease, to enter the premises and remove any signs containing the trade marks.
3. For any property related dispute/issues, if any, arising between the Franchisee and the lessor, the Franchisor will be totally independent from being dragged into such issues and both the Franchisee and the lessor will try to resolve the matter within ten (10) days. On further pendency of the deadlock, it will give the Franchisor the right to exit from the Agreement at its will without giving any notice at the cost and consequences of the Franchisee.
4. Development of the Centre: The Franchisor shall make available to the Franchisee, at no charge to the Franchisee, copies of standard plans and specifications (but not construction drawings or

blueprints) for the development of the Centre, including specifications for exterior and interior design and layout, fixtures, equipment, decor and signs. Such plans and specifications are subject to alteration as may be necessary in the Franchisor's sole discretion. The Franchisee shall cause the Centre to be developed, equipped and improved in accordance with such plans and specifications.

5. Use of the Centre: The Franchisee shall not use the Centre for any purpose other than for the operation of the Franchise Business during the working hours; in full compliance with this Agreement and the Operational Manual, unless prior approved in writing by the Franchisor.
6. Relocation: The Franchisee shall not relocate the Franchised Business without the prior written consent of the Franchisor, which may be withheld or delayed at the Franchisor's sole discretion. If the lease for the Centre expires or is terminated without the fault of the Franchisee or if the Franchised Business premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by the Franchisor and the Franchisee, the Franchisor may in its reasonable discretion, allow the Franchisee to relocate the Franchise Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in this agreement. The Franchisor has no obligation to provide relocation assistance. If the Franchisor and the Franchisee do not agree upon a substitute location within ninety (90) days after the lease expires or is terminated or the Centre is rendered unusable, this Agreement will terminate.

ARTICLE XII

TERM, TERMINATION AND RENEWAL

1. Effective Date and Term: The effective date of this Agreement is ____ day of _____, 2014 ('Effective Date') and the Term of this Agreement shall be for a period of Five (05) years (Term) from the date of its execution.
2. Lock-in Period: The Franchisee hereby agrees to compulsorily adhere to a minimum lock-in period of ___ years, wherein the Franchisee shall be hereby forbidden from terminating this Agreement, before the end of such lock-in period. However, in case the Franchisee chooses to terminate the Agreement within the lock-in period, the Franchisee shall necessarily serve a 06 months' notice in advance to the Franchisor and also pay a penalty in the form of exit fee of INR [REDACTED] (Indian Rupees [REDACTED] Only) to the Franchisor for the same.
3. This Agreement shall terminate:

- i. Upon a written notice of thirty (30) days served by either party by registered letter, return receipt requested.
 - ii. Upon any material breach of the Agreement by the Franchisee and subsequent failure to remedy the same within thirty (30) days upon a written notice served by the Franchisor.
 - iii. The Franchisee fails to comply with the Operational Manual, provided by the Franchisor.
 - iv. The Franchisee fails to comply with the consideration and remuneration grounds specified in Article VII. In case of repeated delays and irregularities in payment by the Franchisee.
 - v. The Franchisee is found selling or promoting products, under any other brand(s) in the Centre.
 - vi. Any violation or challenge to the Intellectual Property Rights of the Franchisor by the Franchisee or his affiliate or due to any of the activities of the Franchisee arising anywhere in the retail sector or distribution chain and/or violation by the Franchisee.
 - vii. If the Franchisee engages in any conduct prejudicial to the Franchise Business.
 - viii. The Franchisee goes into either compulsory or voluntary liquidation (except for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Franchisee makes assignment for the benefit of its creditors generally or threatens to do the same or any judgment is made against the Franchisee or any similar occurrence in any jurisdiction that affects the Franchisee in any manner mentioned above.
 - ix. If any material change occurs in the management or control of the Franchisee particularly any change of directors or shareholders.
 - x. If Franchisee becomes bankrupt, insolvent, ceases transaction of business, commits any act of bankruptcy, re-organization, composition, or arrangement, or dissolves its business, this agreement may be immediately terminated by the Franchisor.
4. Right of Renewal: At the end of the initial term, this Agreement may be renewed for a further period of __ years on such terms and conditions as may be mutually agreed between the parties to this Agreement.
- (a) The Franchisee shall give a written notice of his intention to either renew the Agreement or not, at least six (06) months prior to the expiry of the initial Term of this Agreement. The renewal shall only be effective provided that:-
- i. The Franchisee has throughout the initial term properly observed and performed all its obligations under this

- Agreement and is not at the expiry date in default under any such obligations and hereby warrants the same to be done at renewal date;
- ii. The Franchisee shall satisfy all the monetary obligations owed by it to the Franchisor;
 - iii. Prior to the expiry date, the Franchisee has undertaken, as the Franchisor may have requested, completed or agreed in writing to perform, at the Franchisee's sole expense, such maintenance, renovation, repairs and refurbishment of the Premises and the equipment, fixtures and fittings used in the Franchise Business as the Franchisor may require within the time prescribed by the Franchisor;
 - iv. Prior to the expiry date, the Franchisee has executed a Letter in such form as the Franchisor may reasonably require relinquishing any and all claims of whatsoever nature against the Franchisor, any holding, subsidiary or affiliate of the Franchisor or any shareholder, director, agent or employee of the Franchisor, or any other Franchisee of the Franchisor;
 - v. Prior to the expiry date, the Franchisee and any person employed by or concerned with the Franchisee in the operation of the business specified by the Franchisor (including without limitation any manager of the Business) shall have completed such re-training or refresher training (to the satisfaction of the Franchisor) at such time and at such place as the Franchisor may request;

ARTICLE XIII **EFFECT OF TERMINATION**

Upon termination of this Agreement for any of the reasons mentioned above the Franchisee shall:

1. Immediately cease to operate and conduct the Franchise Business and provide Services at the Centre; however it shall not be relieved of the obligation to pay any monetary dues to the Franchisor as per the terms of this Agreement.
2. The Franchisee shall furnish complete financial and non financial details in the form and format as may be required by the Franchisor within seven (7) days of the termination of this Agreement.
3. The Franchisee shall have the obligation to tender payment of all outstanding Consideration due and payable in accordance hereunder.
4. The Franchisee shall execute such documents of severance and cessation as may be desired by Franchisor.
5. The Franchisee shall at first offer for sale to the Franchisor the fittings and fixtures, equipments, medicines, raw materials,

machinery etc owned and used by the Franchisee in the Franchise Business. However, in case the Franchisor refuses to buy back the same, then the Franchisee shall dispose the same to anybody else within thirty (30) days of such refusal by the Franchisor.

6. Cease to exploit Brand name owned by the Franchisor or any company related to it and licensed to the Franchisee in respect of the Franchise Business and desist from using any mark confusingly or deceptively similar to the trade mark, service mark or logo and style of the Franchisor in any manner.
7. Unless otherwise authorized in writing by the Franchisor, remove or permanently cover all signs or advertisements identifiable in any way with the Franchisor and in the event of failure promptly so to do, to permit the authorized agents of the Franchisor to enter on the Premises for such purpose.
8. Deliver to the Franchisor all documents including without limitation Operational Manual, catalogues, instructions, notes, publicity promotional and advertising material, samples, letterheads, business cards relating to the business.
9. The Franchisor shall be entitled to immediately obtain an order of injunction in case the Franchisee or their partners/ directors despite termination continues to directly or indirectly uses or display the name, trademark, trade name, logo, goodwill or its past association with the Franchisee in any way or manner. The Franchisee understands that no amount of money can compensate the Franchisor in this regard and the usage of the same shall cause irreparable loss and injury to the Franchisor.

ARTICLE XIV

ACCOUNTING AND RECORDS

1. To enable the Area Franchisee and the Franchisor to best ascertain their expenses and maintain an economical method of operation, the Area Franchisee agrees to keep and preserve at its cost during the term of the Franchise granted hereunder, full, complete, and accurate books of accounts in an accounting manner as prescribed by in the Operating Manual.
2. The Area Franchisee shall submit to the Franchisor such periodic reports, forms and records, at its sole cost and in the manner and at the time as specified by the Franchisor.
3. The Franchisor's representatives shall have the right at any time to inspect and verify the Area Franchisee's books, records, and cash control devices.
4. The Area Franchisee shall preserve all such accounts and records for not less than three (3) years notwithstanding the expiry or termination of this Agreement.

ARTICLE XV
INSPECTION

1. The Franchisee shall permit Centre, personnel and agents of the Franchisor during normal hours of business to inspect and observe the Franchise Business location and the Services provided at the Centre.
2. The Franchisor and its personnel and agents shall have the right to inspect the Centre, the books of accounts, records, finance and accounting systems at the Centre.
3. That the Franchisor reserves the right to do stock audits in the Centre as and when deemed appropriate by the Franchisor. The Franchisor will similarly have the rights to check the operational aspects and to see whether the Centre is being run according to this Agreement or not.
4. The Franchisor shall have the right to do mystery check as well as to inspect the Centre any time during the working hours.

ARTICLE XVI
ASSIGNMENT OF RIGHTS

1. Franchisee shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder or transfer such rights and obligations hereunder to any third party, except with the express prior written consent of Franchisor. Any violation of the present clause shall be treated as material breach of the terms and conditions and the present Agreement is liable to be terminated forthwith on this ground alone.
2. However, the consent of Franchisee shall not be required in for Franchisor to assign the benefits or obligations of this Agreement to an affiliate or third pa.

ARTICLE XVII
MODIFICATION OF THE SYSTEM

The Franchisee recognizes and agrees that from time to time hereafter the Franchisor may change or modify the system and its marketing strategy presently identified by the mark “studymetro”, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted material, that the Franchisee shall accept, use and display for the purpose of this Agreement any such changes in system, including new or modified trade names, trademarks, service marks or copyrighted materials, as if they were part of this Agreement at the time of execution hereof and may make such expenditures as to the changes or modifications

in the system, as may reasonably require, and do so within a reasonable time.

ARTICLE XVIII
INDEMNITY

1. Franchisee hereby indemnifies, hold harmless and undertakes to defend Franchisor, its promoters, directors, affiliates, agents, employees etc against any claim, damages, costs, expenses by a third party including but not limited to statutory authority(ies), which may be incurred or suffered by any such party and which may arise out of or result from:
 - i. Infringement of any third party's intellectual property rights by Franchisee.
 - ii. Taxes/charges/cess/levies (interest or penalties assessed thereon) against Franchisor that are obligations of Franchisee under the applicable laws or any other laws;
 - iii. any breach of any warranties, obligations, covenants or agreement of Franchisee contained in this Agreement;
 - iv. Any claim by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with Franchisee's failure to comply with its regulatory / legal requirements and compliances.
 - v. Any claim on account of breach of confidentiality and security of data occurring as a result of acts of omissions or commission of Franchisee, its employees or agent.
 - vi. Any claim arising on account of misuse or negligent application, misuse of systems, failure to follow established procedure by Franchisee or its employee or its agent.
2. Franchisee, its partners/directors hereby unequivocally undertake to jointly and severally indemnify, defend and agree to hold Franchisor including each and all promoters, directors, Centre, employees of franchisor harmless against each and all losses, liabilities, punitive measures, penalties, damages, claims, actions, proceedings, cost and expenses, including reasonable attorney's fees and disbursements in connection therewith, asserted or claimed against or incurred by Franchisor which may arise out of or result from or payable on account of the Franchisee failing to comply with the terms and conditions as mentioned in this Agreement.
3. The Franchisee undertakes to indemnify and hold Franchisor including each and all promoters, directors, employees harmless against any action, loss, damage, suits, claims, complaints, penalty arising out of or in relation with the loss or damage caused due to any misconduct, lapse, fault, negligence, fraud, misappropriation, etc committed by employee, associate, partner, director, representative, etc of the Franchisee or the Franchisee, whether jointly or severally.

ARTICLE XIX
CONFIDENTIALITY

1. Franchisee undertakes and agrees to regard and preserve as confidential, all Confidential Information of the Franchisor, which may be obtained by Franchisee from any source as a result of this Agreement. In maintaining confidentiality hereunder, the Franchisee agrees that it shall not disclose or make available or divulge to its affiliates, any third party, person, firm or enterprise or reproduce or transmit, or use (directly or indirectly) for its own benefit or the benefit of others or otherwise, any Confidential Information of Franchisor.
2. The Franchisee acknowledges the exclusive right of Franchisor to the proprietary right of its information and agree that nothing in this agreement shall be construed as giving rise to any right of lien or set off by any Franchisee on the proprietary right on the information of Franchisor.
3. The Franchisee agree to implement appropriate measures designed to ensure the security and confidentiality of Confidential Information, to protect such information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, Confidential Information that could result in substantial harm or inconvenience to the Franchisor or any customer or any of its subsidiaries, affiliates;
4. The Franchisee further agrees to cause all its employee, agents, representatives, or any other party to whom Franchisee may provide access to or disclose Confidential Information to implement appropriate measures designed to meet the objectives set forth in this Article; and the Franchisee shall provide the Franchisor copies of audits and test result information sufficient to assure the Franchisor that the security measures implemented are consistent with this Article.
5. On the expiry or termination of this Agreement, the Franchisee shall hand over or cause to be handed over all such Confidential Information and all other related materials in its possession to the Franchisor and/or destroy the same in consultation with the Franchisor.
6. In the event of a breach or threatened breach by Franchisee of this clause, monetary damages may not be an adequate remedy; therefore, the Franchisor shall be entitled to injunctive relief to restrain the Franchisee from any such breach, threatened or actual.
7. Notwithstanding the other provisions of this paragraph, neither Party shall be prevented from disclosing Confidential Information: (i) that, at the time of disclosure, was in the public domain, (ii) that was

lawfully disclosed on a non-confidential basis by a third party who is not bound by a confidentiality agreement with either Party, (iii) that is disclosed with the Parties' prior written approval or (iv) to the recipient Party's attorney, auditors, insurers and employees who have a need to access such confidential information in connection with their employment (or engagement, if applicable) by the recipient Party; (v) that is in response to valid legal process, whether issued by a court or administrative or regulatory body. If confidential information is required to be disclosed pursuant to a requirement of a legal process, the Party required to disclose the confidential information, to the extent possible, shall provide the other Party with timely prior notice of such requirement and shall coordinate with such other Party in an effort to limit the nature and scope of such required disclosure.

8. The terms and conditions of the present Agreement shall be treated as confidential information and neither the execution of this Agreement nor its terms shall be disclosed to any other person by either of the Parties without prior written consent of the other Party unless disclosure is required by applicable law or laws of India and disclosure shall then only be made (i) after the disclosing Party has taken reasonable steps to consult with the other Party as to the terms of disclosure, and (ii) only to the person or persons and in the matter required by law or the relevant stock exchanges or other regulatory authorities or as otherwise agreed between the Parties.

ARTICLE XX REPRESENTATIONS AND WARRANTIES

1. Franchisor represents and warrants in relation to itself to the Franchisee that:
 - i. it is the proprietor of the Intellectual Property Rights associated with the Brand name and relates marks, copyright, designs etc.
 - ii. it has the right to enter into this Agreement and to grant the franchising rights to Licensee for running the Franchise Business in the Territory.
 - iii. it will not create any expense chargeable on Franchisee without prior informing the Franchisee.
2. Franchisee represents and warrants in relation to itself to the Franchisor that:
 - i. it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and any and all of its obligations hereunder.
 - ii. it has all necessary statutory and regulatory permissions, Approvals, consents and permits for commencing, running and

- operation for conduct of its business, more particularly for the obligations as provided for in this Agreement.
- iii. it will provide such cooperation as Franchisor reasonably requests in order to give full effect to the provisions of this Agreement.
 - iv. the execution and performance of this Agreement by Franchisee does not and shall not violate any provision of any existing Agreement with any Party.
 - v. it has the requisite expertise, experience, infrastructure, manpower, mobility and communication modes required to efficiently perform the obligations under the present Agreement.
 - vi. it will perform its obligations under this Agreement in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permissions, permits, licenses, consents, Approvals and authorizations necessary for the performance of its obligations hereunder. The Franchisee understands that taking all permissions, Approval, registration, and consent from concerned government authorities, departments etc. are sole responsibility of the Franchisee.
 - vii. it confirms that there is no investigation, arbitration, litigation, whether civil or criminal, or any other proceedings pending or threatened against the Franchisee or Franchise Centre at the instance of any third party and there are no outstanding court orders, court decrees, attachment orders or prohibitory orders or court stipulations to which the Franchisee is a party, by which any restriction has been placed upon the Franchisee or the Centre for the performance of its obligations under present Agreement or may affect the performance of the present agreement.
 - viii. it specifically represents and warrants that Franchisee is not employing any pirated or unauthorized Software of any description for any purposes whatsoever and or is not in violation of Intellectual Property Rights of any third party.
 - ix. neither this Agreement nor any annexure hereto, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading. There is no fact which materially and adversely affects or may affect in the future, so far as now can be reasonably foreseen, the business, condition (financial or otherwise), properties, operations or prospects of Franchisee which has not been set forth herein.

ARTICLE XXI
ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement and understanding between the parties as to the subject-matter of this Agreement and amalgamates all prior discussions between them and neither of the parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement as duly set forth.

ARTICLE XXII
FORCE MAJEURE

1. Except as provided herein, no party shall be liable to the other for any delay in the performance or any non-performance of any of its obligations under the present Agreement (and shall not be liable for any loss or damages caused thereby), where the same is occasioned by any cause, which is beyond control of the parties to the present Agreement including but not limited to an Act of God; such as flood, lightning, earthquake, fire, explosion, inundation, sabotage, equipment failure as a result of an event of Force Majeure, civil disturbance, war, illegal strikes involving the employees of Franchisee and Franchisor, which prohibits performance of the obligations hereunder.
2. In event of occurrence of any event as mentioned in this Article, the Party claiming Force Majeure shall use all reasonable efforts to continue to partially perform its obligations hereunder, as far as possible and to mitigate the effect of such event of Force Majeure expeditiously and diligently.
3. Upon happening of any event as mentioned in this Article, parties may agree to suspend performance of obligations hereunder for a reasonable period as agreed between the parties, if in opinion of both the parties inspite of reasonable efforts, obligations of respective party cannot be fulfilled. Upon cessation of the event of Force Majeure, within seven (7) days of cessation of the effect of Force Majeure, Party claiming Force Majeure shall serve upon other Party with mandatory notice of the cessation of the event of Force Majeure and shall promptly thereupon resume performance hereunder.
4. In event of partial performance of obligation or suspension of the Agreement due to the event of Force Majeure by the party claiming Force Majeure, the party claiming Force Majeure shall not be relieve of its obligations to comply with the local laws / applicable laws or its obligations to make any payment for performance rendered prior to period of Force Majeure or partial performance during periods of Force Majeure.
5. In event of occurrence of any event as mentioned in this Article and in event of failure of parties to agree to suspend performance of

obligations of the party claiming Force Majeure of this Agreement, either party may terminate this Agreement in terms of Article XII.

ARTICLE XXIII
WAIVER

Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose for which the waiver is given.

ARTICLE XXIV
SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited by the applicable law of the land, this Agreement shall be considered divisible and its remainder/balance shall remain in effect, be valid, binding and of the like effect as if such invalid provision had not been included herein in the first place.

ARTICLE XXV
NOTICES

1. Any notice, request or other communication required to be given under this Agreement must be in writing and be served personally or mailed to the other party by registered post, addressed to the parties at their respective addresses that each party shall provide to the other in writing.
2. Any notice or other communication as above shall be deemed given and received on the date of delivery or on the 5th Business day following the day of mailing of the same by prepaid registered mail or by courier delivery Service with return receipt requested to the party to be notified at the addresses set forth:

If to the FRANCHISOR:

Name: **Study Metro Edu. Pvt. Ltd.**
Address: _____

If to FRANCHISEE:

Name: _____

Address: _____

ARTICLE XXVI
ACKNOWLEDGEMENT BY FRANCHISEE

The Franchisee specifically acknowledges that:

1. The Franchisee has sought its independent Legal Advice prior to the signing of this Agreement and has not relied only on promises, representations or Agreements about the Franchisor or the system not expressly contained in this Agreement or the Franchise kit in making its decision to sign this Agreement. The Franchisor and its representatives have not made any promises, representations or Agreements, oral or written, except as expressly contained in this Agreement.
2. The Franchisee has conducted an independent investigation of the Business being Franchised hereunder, and recognizes that the Business venture contemplated under this Agreement involves Business risk and that its success will be largely dependent upon the ability of the Franchisee as an independent Business. The Franchisor disclaims the making of and the Franchisee acknowledges that the Franchisee has not received any warranty or guarantee, express or implied as to the potential volume, profits or success of the Business venture contemplated by this Agreement.
3. The Franchisee has received a copy this Agreement seven (7) days prior to the signing of this Agreement.
4. The Franchisee has read and clearly understood this Agreement and had ample opportunity to consult with an Attorney and other business advisors of the Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

ARTICLE XXVII
NON-COMPETE

1. Franchisee specifically agrees, covenants and undertakes that the Franchisee shall not, either directly or through any agent, employee or person including any affiliate, company, corporation, partnership, joint venture, trust, society or other unincorporated body which is, or shall be, wholly or substantially, owned or controlled by Franchisee or license has controlling interest, during the subsistence of the Term or 2 years after termination hereof engage, directly or indirectly, in any business, which is:
 - i. similar to the Franchise Business carried out by Franchisee pursuant to the present Agreement; or

- ii. solicit or accept the business similar to Franchisee pursuant to the present Agreement for itself or for and on behalf of any other person; or
- iii. solicit any employees of Franchisor or encourage any person who is an employee of Franchisor to leave the services or employment of Franchisor, as the case may be; or
- iv. use any trade mark, name or nomenclature, which is intended or is like to cause confusion with any mark, trade mark, name or nomenclature used by Franchisor.
- v. Shall not work with the universities which are already partnered with the Franchisor after termination of the Agreement.

ARTICLE XXVIII

APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with Indian Substantive and Procedural law, applicable to Agreements made and to be performed entirely therein.
2. The Parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this Agreement through mutual discussion. In case it is not resolved within thirty (30) days from receipt of the written notice (setting out the dispute or claim) by the other party, the complaining party may issue a notice of reference, invoking settlement of such dispute through Arbitration.
3. All disputes between parties shall be subject to exclusive jurisdiction of the courts of _____ only.
4. Arbitration: Any and all disputes ("Disputes") arising out of or in relation to or in connection with this Agreement between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in _____, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole Arbitrator, who shall be appointed by the Franchisor only. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day year first above written.

For: Franchisor

For: Franchisee

Study Metro Edu. Pvt. Ltd.
through its duly authorised signatory

through its duly authorised
signatory

Name: _____
(_____)

(Authorized Signatory)

Date: _____

Date: _____

Witness: _____

Witness: _____