

## **Franchisee Agreement**

This agreement made and entered into **Pune** on \_\_\_day of \_\_\_\_\_by and between M/s **APOSTLE INFOTECH PRIVATE LIMITED** , a company having it's corporate office at \_\_\_\_\_through its Director Mrs.Ashwini Ramesh Jadhav herein referred to as "The Franchisor" on one part, and \_\_\_\_\_s/o \_\_\_\_\_r/o\_\_\_\_\_, herein referred as "The **Franchisee**" on the other part.

Where as The Franchisor is inter-alias carrying on Business of Software Training and Software designing, development, customization, implementation, maintenance, testing and benchmarking, developing and dealing in computer software and solution and to sell, purchase, distribute, host (in data center or over web) or otherwise deals in own and third party computer software packages and solutions , and to provide internet / web based applications, services and solutions, provide or take up Information Technology related assignments on sub-contract basis, offering services on-site or offsite or through development center's using owned / hired or third party infrastructure and equipment.

And Whereas The Franchisor has developed expertise and has special technique and know how in carrying their business.

And whereas the Franchisor desires to appoint the **Franchisee** at the specified geographical location of \_\_\_\_\_, in the city of \_\_\_\_\_ in the state of \_\_\_\_\_ which is in the area of Municipal Authority of similar statutory body.

And whereas the parties hereto are desirous of recording their understanding so arrived between them in the manner herein after appearing

Now this agreement witnessed as follows:

### **1. THE PREMISES & TERM OF AGREEMENT:**

a) Use in the trade name of **APOSTLE INFOTECH PVT LTD** 10.00 am to 7.00 pm. 06 days a week or as desired by the Franchisor or **Franchisee** from time to time.

b) Design or Appearance Standard of the Premises:- The premises shall be approved by the franchisor, and modified / furnished as per the design, theme, and color combinations as per the global theme of the Franchisor. The **Franchisee** agrees to get these fabrication and changes done at his own cost.

c) Inclusion of Trademark, Logos. Styles:- The **Franchisee** shall include all distinctive styles, logos, trademarks and other such items which have become identifiable exclusively with the franchisor, in the premises.

d) Timings:- Strict adherence to the above mentioned time schedule is to be followed, falling which, without a prior notification to the Franchisor, shall result in strict Penalty. Any such change, should be informed at-least 48 hrs. in advance, either by fax: or email to the Franchisor.

## 2. THE COST:

a) Initial Franchisee Fee:- Franchisee subscribing with a fee of **Rs2,00,000** will use only the Trade Names, Trade Marks, Trade Secrets, Service Marks, Documents, Stationary, Advertising Materials, Designs, Colors, Platforms, Procedures and other things of similar nature of Franchisor. All these will be collected at the time of registration.

b) Continuing Revenue Sharing (Monthly Fees)

The **Franchisee** have to give 30% of its total revenue to Franchisor in every month.  
10%

Outsource profit 30%

c) Advertising Fees/Material:- The **Franchisee**, have to do the national, Regional, Local, advertising campaigns for brand building, Image building, or business building, of the Franchisor or **Franchisee** as per the marketing strategy devised by the Franchisor. However if the **Franchisee** feels, it intends to advertise more, it shall do so, by getting a written clearance on the material to be advertised from the Franchisor. The cost involved in this process is to be bear by **Franchisee**.

d) Running Expenses:- The **Franchisee** alone shall bear all running expenses of the centre i.e. to provide trained staff and faculty members, representatives to run the academy in elective manner and shall pay Electricity, Water Charges for the said premises. The Franchisor shall not be liable to pay any amount for the staff employed at the said premises. Also **Franchisee** alone will have to bear all the expenses of travelling of the employee from head office to **Franchisee office** if **Franchisee** call head office employee for training or support or for any other reason.

e) Infrastructure Availability, Maintenance and Up gradation:- The **Franchisee** shall make available the equipment and infrastructure (Detailed list attached) at his own cost as per the timings mentioned before in the agreement for the purpose for running the Technology Training Institute. The maintenance and up gradation of furniture, air-conditioners, sanitation system and the equipment such as hardware, software, networking, UPS, server etc. as per the list attached is the responsibility of the **Franchisee** alone.

f) Project Related Sharing

If project referred by Head Office is liable to Head Office only. Franchisee will get sharing if Franchisor assigns some modules to Franchisee or some modules developed by the Franchisee.

## 3. CONTROL & EDUCATION

a) The Franchisor agrees to give complete control to the **Franchisee** to exclusively manage the centre, promoting the Franchisor's designed program, in the manner they have been designed

b) The **Franchisee** will provide a Free Basic Course Free of Cost and after the completion of the course the certification will be provided by the Franchisor.

c) To be able to progress harmoniously towards the common objective, of Imparting sophisticated business growth, the **Franchisee** agrees to follow the Franchisor's business pattern, very strictly, and adhere to other company policies on promotions, special rebates, scholarships, exclusions, inclusions etc.

d) The **Franchisee** cannot start any other business similar to Franchisor's business if found then Franchisee will their deposit amount.

e) All these rights are being issued to the Franchisee on good faith and involvement. In case of any change in ownership of **Franchisee**, It is up to the Franchisor Whether or not to continue with the **Franchisee**.

f) If the **Franchisee** using Franchisor's name in any business then Franchisee have to give revenue sharing as mentioned in 2(b).

#### 4. RESTRICTIONS

a) The **Franchisee** agrees to restrict the courses in the concerned premises to only the ones that are being offered by Franchisor.

b) The **Franchisee** agrees to abide by all terms and conditions as stipulated by the Franchisor from time to time promote business, and increase awareness.

#### 5. FINANCE AND ACCOUNTS

a) The **Franchisee** shall keep a book of account as desired by the Franchisor in the format as prescribed by their Franchisor, and shall make available this book of accounts to the Franchisor or it's representative for transparent operations of the Franchisee.

b) The Franchisor shall from time to time (at the most Once in a Quarter) settle accounts as per the conditions as described in detail later.

c) The **Franchisee** shall receive payments on behalf of the Franchisor, and shall give due receipts to all who enroll in the Institute. Payments can be accepted in terms of Cheques /Drafts/Cash.

d) The **Franchisee** shall show all the accounting details in every month.

#### 6. FRANCHISOR'S OBLIGATIONS

a) The Franchisor shall at all times keep the content of the course latest and with the growing Industry trends. However since the Franchisor is an expert in this Industry, it is upon it's discretion whether or not to introduce the technology in it's course

b) The Franchisor shall try to settle all collection sharing within a month of the collection, but not later than 03 months.

c) The Franchisor shall ensure a smooth, un-biased, discipline, and principled operational behavior towards all the Franchisees. It shall also exercise it's special powers to resolve dispute between two **Franchisee**, and it's decisions shall be accepted as final.

d) The Franchisor from time to time shall come and inspect the Franchisee and ensure that it is competitive with the other Franchisees, to be able to set up a standard in the industry, which evolves the basic required for any business to be successful.

e) The Franchisor shall assist in training technical staff/faculty for the Franchisee at a nominal cost as mentioned in 2(d).

f) The franchisor, if the **Franchisee** so desires, shall advertise, interview, and assign all faculty in the **Franchisee**. The total cost involved in the whole process shall be borne by **Franchisee**.

g) The Franchisor shall ensure that it trains the most deserving faculty in the Franchisee with the latest in the Technology Industry sees a new development. The cost involved in this process is to be bear by **Franchisee**.

h) The Franchisor shall convene meetings, trainings, send news letters and latest updates in the world of Information. Technology of the **Franchisee**, to keep it informed to the latest. the same by all means possible. The cost involved in this process is to be bear by **Franchisee**.

## 7. THE FRANCHISEE'S OBLIGATIONS

a) The **Franchisee** agrees to put in his honest, dedicated, and ethical efforts in promoting his business. It shall ensure by all means a strict adherence to the terms and conditions mentioned in this contract . Franchisee will perform all of the services required for customers in a prompt and proper manner, maintain good relationship with all the customers, and otherwise exercise best business practices and refrain from doing any acts and deeds that would adversely affect on Franchisor.

b) The **Franchisee** shall at all time keep the Franchisor Informed of their progress at the institute, through their web-site, email, registers, and other recording devices regularly so as to enable the Franchisor the trend of the working, market and other valuable database which help in designing future marketing strategies.

c) During the time, this contract hold good. The **Franchisee** agrees to be solely faithful to the franchisor, in terms of brand and education promotion, should it by necessity be pushed to associate itself with any other company in this business, it shall not do so without the prior written consent of the Franchisor.

d) EXCLUSION OF FRANCHISOR'S OTHER TRADEMARKS, TRADE NAMES, DESIGNS, LOGOS, COPYRIGHTS:- This agreement shall not permit the **Franchisee** to use the franchisor's trade name, trademarks, designs logos, copyrights,Letter Head for any other purpose whatsoever. The Franchisor shall use the same as mentioned earlier only to run and facilitate the promotion or advertisement of the center.

e) INFRASTRUCTURAL AVAILABILITY:- The Franchisor or it's agents shall have a right to access all labs, classrooms, admission and follow up records of the student register etc. The **Franchisee** shall provide the infrastructure for which the agreement is in force i.e. THREE YEARS w.e.f. \_\_\_\_\_.

## 8. PHYSICAL POSSESSION:

a) The premises is the responsibility of their **Franchisee**, along with the necessary infrastructure as discussed above. The **Franchisee** is alone responsible to pay all statutory, corporation, municipal, or other taxes associated with the land, building, or property as per the local guidelines. The Franchisor holds no right, or interest in the aforesaid property and shall never claim any RIGHT TITLE OR INTEREST in the said premises of any nature, whatsoever. The franchisor cannot claim any right on the property. He is entitled only to use the said premises for computer education, only for three years and after three years, this agreement can be renewed further with the will of the both parties.

b) The keys to the premises shall solely be in the custody of the **Franchisee**, and the franchisor is only authorized for all his visits at regular work-timings. But should it be necessary to spend more time on up-gradation of the software, or equipment, directly

involved in promotion the Franchisor's business, the **Franchisee** shall do all the needful to make available the premises along with necessary infrastructure to Franchisor's representative.

**9. Revenue Model for Franchisee income:**

a) The joining fee collected in the name of Franchise Fee to become a franchisee is not treated as contributed revenue by any one hence it will not be calculated as sales profit and **Apostle Infotech Private Limited** will not be liable to share this amount with any of its franchisee in any capacity.

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**10. Other Provisions:**

a) **Compliance with procedure:** Franchisee agrees to follow all of the procedures that has been made available to franchisee and agrees to be bound by any or all changes that may hereafter be made, on the respective concerned websites of First Part. The changes may include improvements and refinements in the system as well as adjustments and revisions in fees, franchisee’s commission, collection procedures and policies of First Part.

b) **Ethics to be maintained:** Franchisee will at all times conduct his or her business consistent with the highest ethical standards and refrain from compromising himself or herself, his or clients, or of First Part. Specifically, Franchisee states that he or she will not enter into any agreement with any client or other person to commit fraud upon any person, legal or business entity, or any agency of state, federal or local government.

c) **Registration, Franchises and permits:** Franchisee will comply with any acts or laws requiring registration under an assumed name where necessary and procedure any Franchises or permits that may be necessary to conduct the business contemplated here.

d) **Indemnification: APOSTLE INFOTECH PRIVATE LIMITED** is not responsible or liable for the acts, errors, omissions, debts or other obligations of Franchisee and Franchisee agrees to hold **APOSTLE INFOTECH PRIVATE LIMITED** harmless from same including attorney fees at any expenses incurred in the defence by First Part of actions arising directly or indirectly from the acts or omissions of Franchisee.

e) **Failure to maintain quality services:** If Franchisee fails to maintain the performance standards established by First Part as set out in this agreement, or at the request of Franchisee, First Part will have the option of termination of this agreement.

f) **Remedies:** In the event Franchisee breaches the terms of this agreement, First Part may elect to revoke any Franchise granted here, and apply to a court of competent jurisdiction for a lawful remedy in appropriate cases.

**h) Acceptance, Transfer, Shift, Termination or Cancellation of Agreement:**

1. The Franchise granted to Franchisee is revocable and can be suspended in whole or in part or terminated if the action or conduct of Franchisee is substantially adverse to the best interest of First Part or other Franchisee’s of First Part or by the filing by Franchisee of any proceeding in bankruptcy or for reorganization either voluntary or involuntary, or by the dispositions of any account without the express written permission of First Part, or by the material breach by Franchisee of any of the covenants contained here, if such breach continues for period of 10 days following notifications of the breach served by First Part to the Franchisee then First Part in its best judgment determines that Franchisee is not successful in conducting its work then First part reserves the right to terminate the Franchise.
2. In any event this Agreement is Non Transferable to any other person neither The Plan subscribed from The Revenue Model can be shifted and carried forward to another upgraded Plan.

**3. APOSTLE INFOTECH PRIVATE LIMITED** reserves right to reject any applied Franchise Agreement forwarded with the intention of becoming Franchisee.

**4 Claims:** Franchisee shall promptly notify First Part of any claim, demand or action based upon or arising from, or of any attempt by any other person, firm or corporation etc. to use the trade marks of First part, trade secrets, copyrights, insignia, service marks, platforms or systems franchised here, or any colorable variation, in which First Part has a proprietary interest and of which franchisee has actual notice. In the event First Part undertakes the defense or prosecution of any litigation relating to the proprietary marks Franchised here, Franchisee agrees to execute any and all documents and do such acts and things as may, in the opinion of counsel for First Part, be necessary to carry out such defense for prosecution.

**5 Non competition:** In order to protect the systems, trade secrets, customer lists and confidential business information and knowledge acquired by Franchisee solely pursuant to this agreement by First Part, *Franchisee agrees as follows:*

I. Franchisee hereby agrees that during **the tenure of this agreement and for period of 24 months from the date of termination of this agreement, Franchisee will not**, either individually or jointly with other whether as owners, partner, consultant, advisor, officer, directors, agent, employee or otherwise, solicit, call on, market, interfere or otherwise contact any customers of First part or its accounts located within -----  
-of each and every categories and websites of **APOSTLE INFOTECH PRIVATE LIMITED** database, then services by First Part, unless otherwise agreed by the parties in writing.

**i) General contractual provisions:** Law applicable. This contract and all documents executed in connection with it shall be interpreted and enforced in accordance with the laws of India. Franchisee agrees that he/she will not file any action against or attempt to impose jurisdiction upon First part in any court or any arbitration not physically located within the jurisdiction of Pune.

1. **Non agency:** Franchisee is not an agent, employee, legal representative, or otherwise authorized to act for or on behalf of First part as a result of this or other agreements with First Part and can neither act for nor legally bind First Part either contractually or otherwise. Franchisee is not authorized to make any agreement, warranty, covenant, or other representation on behalf of First Part or to create any obligations express or implied on behalf of First Part.

2. **Mandatory and binding arbitration clause:** If any of the disputes cannot be resolved amicably, the parties mutually recognize and agree that it will be to their best interests that their differences be resolved with a minimum of time and money being expended commensurate with a due process hearing. To this end the parties agree that they will not file any law, suits or claims against each other (Except an action by First Part for possession of account if so) without first submitting their grievances to mandatory and binding arbitration. Any controversy arising out of, or relating to, this agreement or any modifications or extensions of it, including any claim for damages, termination or rescission, or both, shall be settled by arbitration in accordance with the rules, regulations and precepts of arbitration laws. The parties

further agree that all costs, including the administrative fees as well as the arbitrators fees, if any, stenographic records,

and all other expenses of the arbitration, shall be borne equally by the parties. Further as part of the award the prevailing party shall be awarded reasonable attorney's fees against the losing party.

3. **Saving Clause:** The invalidity of any paragraph, covenant, provision or part here shall in no way affect the validity of any other paragraph covenant, provision or part here.

4. **Completeness of Documents:** No warranties or representations or co-herein exists, that are not contained here. Except as stated herein, this contract includes all of the understanding between the parties, and there is no agreement other than the contracts.

5. **Cumulative Remedies:** All of the remedies given to First Part in this agreement are cumulative. The fact that First Part exercises any of those remedies or fails to exercise any remedies given shall not in any way affect its right to exercise those remedies in future at any



point of time or to exercise any other or additional remedies which at its sole option may be deemed necessary or appropriate.

6. **Gender:** In construction of this agreement, when appropriate the plural shall be substituted for the singular, and vice versa, and the masculine for the feminine or neuter, or collectively.

7. **Please Note:** The term “Master Franchisee” means any present franchisee who successfully helps sign up others into a Franchise Agreement with **APOSTLE INFOTECH PRIVATE LIMITED** as done by himself.

8. **Vigilance:** And that the franchisee will be subject to random checks from **APOSTLE INFOTECH PRIVATE LIMITED**. agencies to confirm that you are performing best business practices in line with our numerous Forms/ Agreements/ Acknowledgments etc. put up on our websites.

j) **Commissions:** Commissions payable to franchisee for the services rendered by him/her will be delivered only through cheques payable in the name of the Bank Account Name and Number submitted by franchisee in this agreement or through Online Funds Transfer in the name of the Bank Account name and number submitted with this agreement.

**k) Please follow the instructions below for quick approval of your Franchise request. Incomplete form will be rejected without notice.**

1. Process of forwarding Franchise Agreement for approval :

a) For Rs.2,50,000/- Franchise - Print this agreement on a Rs.700/- Non Judicial Stamp Paper or do the Franking of the same amount.

b) For Rs.5,00,000/- Franchise - Print this agreement on a Rs.1300/- Non Judicial Stamp Paper or do the Franking of the same amount.

2. Fill up correctly, Sign it and Stamp the Agreement with your rubber seal (In case you are proprietary, partnership firm or a company etc.), rubber seal is not applicable for Individual Franchise Applicants. **Please Note:** The details provided by you will be used as your identification and for all future correspondence with **APOSTLE INFOTECH PRIVATE LIMITED**

3. With this agreement also send a CANCELLED CHEQUE from your Bank A/C mentioned above and drawn in favor of **APOSTLE INFOTECH PRIVATE LIMITED**. - **A/C No. 30590272228** by drawing two parallel lines diagonally passing through the center of the cheque, and writing CANCELLED CHEQUE between the lines. This will be used for verifying your bank account.

4. Send the completed Agreement on the **address** at **APOSTLE INFOTECH PRIVATE LIMITED**., \_\_\_\_\_, India accompanying with a DD or Cheque amount of the Franchisee Fee(non refundable) as per Revenue Model opted towards availing Franchisee status.

5. Franchisee should sign at the bottom of every page of this agreement.

6. Give us a period of 72 hours from the date of realization of the payment to send you your Franchisee Code.

7. Now using our technological expertise and the Franchisee Code start generating *unlimited* income.

## 10. "TERMINATION CLAUSE"

Although at the beginning of a relationship clauses like these should not be even though of, but these are as essentials in the business as the business itself, for at times progress exists in separation. Here are few Instances where the effects of Termination would come in.

a) Non-Compliance of any of the above terms and conditions shall result in a warning from the Franchisor. Issuance of Three warnings within 06 consecutive months shall lead to termination of the Franchisee.

b) Any discrepancy in accounts shall result in immediate suspension until issue is settled.

c) All suspensions and terminations shall result in forfeiting of the royalty fee or any other outstanding from collection sharing.

d) Non-Observance of Rules guarding the **APOSTLE INFOTECH PRIVATE LTD.** members, like leg-pulling, unethical behavior in business promotion shall result in Termination.

e) Franchisee acknowledges and agrees that in the event of termination, with cause of the privileges and franchises granted to him or her by First Part, all obligations of First Part to make any payments due Franchisee for services rendered shall cease. In the event if the said termination is without cause, then such payments shall continue.

f) On termination of Franchise for any reason whatsoever, Franchisee, in addition to his or her other obligations, agrees that he or she will immediately discontinue the use of all service names, service marks and forms of advertising indicative of First part. (or such other Franchised name as First part may require or approve) or the business of it, and will make or cause to be made such changes. Franchisee will assume all costs necessitated by the removal of signs or other displays of the names or service marks of First Part and Franchisee will also pay all costs for returning any items belonging to First Part. At the election of First Part, upon termination, Franchisee agrees to assign to First Part its right to all telephone numbers used in the conduct of its business. In the event Franchisee fails to comply with the provisions of this paragraph, First Part may take whatever steps or necessary to effect complete compliance and Franchisee agrees to reimburse First Part for any expense incurred including legal fees and costs.

All Rules as implied from time to time shall be respected and accepted by the **Franchisee** from developing a speedy growth system.

I have clearly understood all the terms and conditions and agree to abide by them

In witness thereof:

**Witness 01:**

**The Franchisee:**

**Witness 02:**

**The Franchisor**

**Dated:**\_\_\_\_\_



\_\_\_\_\_**(Franchisee)**\_\_\_\_\_

## SELF-ASSESSMENT FORM FOR AN ORGANISATION FOR BECOMING AN AUTHORISED Unit OF "APOSTLE INFOTECH PRIVATE LTD.

Kindly fill up this form and attach supporting document / profile and application form for becoming an authorized Unit

1. Name of the Firm/Company/Institution/Society
2. Name of Head of organization
3. Address  
  
Email Address  
Website, if any, then URL
4. Telephone (O)  
(R)  
(Mobile)  
(FAX)
5. Status of the Firm/Institution:-
  - a. Limited/ Proprietary/ Pvt. Limited/ Society etc.
  - b. Date of Incorporation/ Commencement of business
  - c. Nature of Business
6. a. Qualification of the Owner/ Management
7. Existing/ Proposed Location of the Centre
  - a. Prime Location/ On Road etc.
  - b. Owned/ on lease/ Rent etc/ Commercial/ Residential if rented, any terms of Rent.
  - c. Visibility from Road & Parking Area.
  - d. Familiarity of the location
8. Total carpet area and its set up
9. Infrastructure of Centre
  - a. No. of Class Rooms
  - b. Total No. of students it can train at any one time
  - c. Seating capacity of each class & furniture
  - d. Air conditioning
  - e. Training Aids such as overhead projectors boards & markets/ chinks etc.
  - f. Computer/ TV/ VCR/ based Classroom
  - g. UPS for computer System
  - h. Is there any room for Counseling and management
  - i. Conference / meeting room
  - j. No. of Computer Labs & total no. of computers
  - k. Configuration of computers
  - l. Software used and their source
  - m. Networking software used
  - n. Legal Software available and their names
  - o. Any specialized multimedia lab with CD-ROM/Speakers/Headphones
  - p. Any educational CD available
  - q. Networking in lab

- r. What kind of Networking (UTP/OFC/Etc.)
- s. Internet Connection & Type
- t. No. of Modem/ Printers & its Configuration
- u. staff room available or not
- v. Any almirah or Lockers for the staff members
- w. Generator for Power Backup

10. Faculty/ Lab Assistants/ Supporting Staff\*

- a. No. of Centre manager/ Centre Head/ Technical Head
- b. No. of System Administrator
- c. No. of Web Administrator
- d. No. of Network Administrators
- e. No. of Senior Faculties
- f. No. of Junior Faculties
- g. No. of Lab Assistants
- h. No. of Clerical staff
- i. No. of Counselors
- j. Any other Supports Staff

11. Academic qualification & Experience of Faculties\*  
(Name and Qualification of the following)

- a. Centre Manager/ Centre Head/ Technical Head/ System Administrator
- b. Web Administrator
- c. Network Administrator
- d. No. of Senior Faculties
- e. No. of Junior Faculties
- f. No. of Lab Assistants

12. Library

- a. No. of books in Library
- b. No. of Newspapers/ Periodicals/ Magazines
- c. No. of Technical and Non Technical books
- d. Seating arrangement in library  
(No. of students can be accommodated at a time)
- e. No. of librarians
- f. Annual budget for library (Average)

13. Any collaboration/ proposed collaboration with any other Company/ university for IT or any other Programmes.

If yes, then give details

Signature:

Stamp

Attach detailed list with academic qualification, experience and subject of expertise.