

START YOUR EDTECH BUSINESS WITH BOOSTMYSITES FRANCHISEE

TERMS AND CONDITION

Boostmysites, here in after referred to as **THE FRANCHISOR** represented by Chairman of board of directors MAHIN B

AND

THE FRANCHISEE represented by Individuals interested to buy the franchisee of boostmysites.

WHEREAS the **THE FRANCHISOR** is interested in providing **OFFLINE MOBILE APPLICATION DEVELOPMENT TRAINING WITH JOB PLACEMENTS** services in the required region and is inviting applications in this regard from eligible computer training institutes/Person, Information Technology services center for imparting **MOBILE APPLICATION DEVELOPMENT** Education & **JOB PLACEMENT** Services as per the requirement and guidelines of **BOOSTMYSITES**.

WHEREAS **Franchisee**, a professional training institute/individual, will submitted an application for **Boostmysites** Franchisee center to impart **OFFLINE MOBILE APPLICATION DEVELOPMENT** Education & Job Placement Services and the same has been accepted by Boostmysites to operate **BOOSTMYSITES** Franchise Center

WHEREAS **THE FRANCHISOR** upon mutual discussion and consent of the other part has accepted the other part as their **FRANCHCHISEE** subject to the fulfillment of formalities and undertaking so provided by the other part during mutual discussion for a period of twelve months on the followings terms and conditions hereunder mentioned.

- 1. BOOSTMYSITES** will appoint Franchisee to operate under the banner of boostmysites to run OFFLINE Mobile app development training and job placement services.
- Franchisee Agent appointment initially, will be for a period of twelve (12) months from. It is renewable subject to submission of an Application for renewal at least 30 days before the expiry. **BOOSTMYSITES** has the right to cancel the Franchisee if this delay continues even after 10 days of the expiry.
- The **BOOSTMYSITES** Franchisee is non-transferable and shall not change the constitution of the Franchisee without the written consent of **BOOSTMYSITES**.
- Franchisee has no rights to sub-let or start sub-center without written permission from **BOOSTMYSITES**.

5. Non-Refundable Franchisee License Fee for an amount **Rs50,000.00** (Rupees Fifty Thousand only) & Refundable Security Deposit for an amount of Rs. 50,000.00 (Rupees Fifty thousand only) is to be paid by the **FRANCHISEE**, to the FRANCHISOR BOOSTMYSITES.
6. **BOOSTMYSITES** shall review center performance periodically based on their achievements of target.
7. The **FRANCHISEE** will operate from the address as discussed initially and any change in location should only be made after the written approval of the BOOSTMYSITES.
8. Franchisee will conduct offline app development training program as per contents and procedures laid down and as per requirements of **BOOSTMYSITES** time to time. Duration, Registration fees and course fees will be decided by BOOSTMYSITES.
9. The fee amount/payment will be collected through BOOSTMYSITES bank account.
10. The Payout for the franchisee will be monthly.
11. If Franchisee Agent is found to commit payment fraud by collecting **BOOSTMYSITES** registration fees and the course fees directly to their bank account or by any other means, **BOOSTMYSITES** has the right to terminate this franchisee agreement.
12. Present rate of commission payable by **BOOSTMYSITES** to Franchisee is as follows :
 - a) **60%** of total profit collected as course fees from the students. The franchisee commission as above will be paid to the franchisee Agent, if the student has come through FRANCHISEE means of marketing and sales.
 - b) **70%** of total profit collected as course fees from the students. The franchisee commission as above will be paid to the franchisee Agent, if the student has come through BOOSTMYSITES means of marketing and sales.

- 13.** Franchisee Agent should arrange for adequate infrastructure like office with a seating capacity for minimum 10 students at a prime location. More emphasis should be given to practical / hands-on-experience.
- 14.** Franchisee should be able to conduct training programs with experience and qualified faculties as per guideline of BOOSTMYSITES.
- 15.** Registration of candidates must be done through BOOSTMYSITES . When any student will be admitted in the **FRANCHISEE** centre, the franchisee should forward the data (as per format given by BOOSTMYSITES) immediately of that student to get the Registration Number.
- 16.** The Franchisee will have to take trade license to run the centre from the respective authority in the name of the Franchisee and forward a copy to **BOOSTMYSITES** and renew it in every year by the franchisee in his own cost.
- 17.** Franchisee must forward copies of all the bills /cash receipts/bank deposit etc to **BOOSTMYSITES** every month as per format issued. Franchisee shall maintain enquiry register , admission register.
- 18.** **BOOSTMYSITES** shall be free to fix targets for the Franchisee center from time to time.
- 19.** **BOOSTMYSITES** has right to verify the accounts and bills/receipt issued by the Franchisee.
- 20.** The center will be known as BOOSTMYSITES OFFLINE CENTER for Mobile Application Development training & job placement Services. A predominant board displaying NYCSM has to be put up at the center
- 21.** Franchisee for the purpose of operating the center and submitting proposals locally may use letter heads CLEARLY indicating as **BOOSTMYSITES FRANCHISE** center. Any misuse of **BOOSTMYSITES** identity and name, amounts to violation of this agreement and Franchisee stands cancelled automatically. Compensation and necessary legal action will be taken against the franchisee.
- 22.** The Franchisee shall not use **BOOSTMYSITES** Letter heads for their any other business transactions.
- 23.** All Faculty, employees and staff working at the Franchisee centers shall be on the rolls of the Franchisee and **THE INSTITUTE** will have no financial or other responsibilities towards these members directly or indirectly in any manner what so over.

24. The Franchisee shall issue any promotional materials or advertisement only with the prior consent of **BOOSTMYSITES** in writing.
25. Franchisee should conduct tests and evaluations periodically after each training module. **BOOSTMYSITES** has right to conduct test on it's own to test/evaluate the quality and content of training.
26. **BOOSTMYSITES** will issue certificates to successful trainees only if satisfied with training quality and contents.
27. Franchisee should issue **ONLY BOOSTMYSITES certificates** those are certified & issued by BOOSTMYSITES .Franchisee cannot issue certificate to trainees either in the name of **BOOSTMYSITES** or in the name of institute directly. **BOOSTMYSITES** shall take criminal proceedings against misappropriation/tampering of certificate by the center, if found.
28. **BOOSTMYSITES** has all the rights to cancel the Franchisee by giving one-month notice in writing, with or without assigning any reason.
29. Franchisee agrees to abide by the rules and regulations set by BOOSTMYSITES , time to time.
30. **BOOSTMYSITES** has complete rights to visit the center, inspect, issue suitable instructions, check & verify records, including bank transactions, interview trainees & faculties and take any steps that are felt necessary in the interest of business.
31. In case, **FRANCHISEE** wants to separate from **THE INSTITUTE**, within agreement period, franchisee can do so by giving 3 months advance notice to **BOOSTMYSITES** in writing and should complete training for all trainees registered until handing over of notice.
32. **BOOSTMYSITES** has rights to appoint more than one **FRANCHISEE** in same town/city, if found necessary and good business potential but first offer to setup a Franchisee will be given to the existing Franchisee of the town/city and not within 10km radius.
33. **BOOSTMYSITES** shall be entitled to assign this agreement or any right or rights hereunder including the right conferred in this agreement to enter upon land or buildings, to inspect the equipment and to sever and repossess the same and any assignment of this agreement by **BOOSTMYSITES** shall be deemed to include an assignment of the BOOSTMYSITES rights to enter sever and repossess.

- 34. FRANCHISEE** shall undertake to maintain secrecy of the course materials, syllabus, etc., and confidentiality of software and the programme and if there is any violation of the secrecy clause the Franchisee agreement stands cancelled.
- 35.** In case the **FRANCHISEE** want to close down the centre or sell it **BOOSTMYISTES** will have the first right to acquire the centre by paying the necessary amount as will be mutually agreed by both the parties.
- 36. BOOSTMYISTES** shall not be liable to acts of omissions or commission on the part of the Franchisee and the Franchisee would be solely responsible and liable to compensate loss if any.
- 37.** All Franchisees deal directly with **BOOSTMYISTES**.
- 38.** The Franchisee shall follow the Rules of business both in letter and in spirit.
- 39.** The Franchisee shall ensure that nothing is done or omitted to be done by the Franchisee which may affect the reputation of **BOOSTMYISTES** in the field of training and education or otherwise.
- 40.** The expressions and terms used herein shall also have the meaning assigned to them in **BOOSTMYISTES** business plan and other official literature. In the event of a discrepancy or dispute **BOOSTMYISTES** rules of business shall prevail.
- 41.** A Franchisee should not sale any item of **BOOSTMYISTES** to anyone for resale.
- 42. BOOSTMYISTES** Franchisees must not engage in activities, which may bring disrepute to **BOOSTMYISTES**. they should comply with all requirements , guidelines , and instructions ,which are issued by **BOOSTMYISTES**. Any in disciplinary action performed by a franchisee may result in the termination of the Franchise and necessary legal actions against the franchisee owner.
- 43. BOOSTMYISTES** Franchisees are independent Franchisees operating their own business. They shall not convey the impressions or refer to themselves as employees, agents, managers, or Representatives of **BOOSTMYISTES** nor use such terminology on their stationary or other printed matter. The Franchisee shall indemnify **BOOSTMYISTES** in respect of any cost or damages arising as a result of any such misrepresentation of his relationship with **BOOSTMYISTES**.

44. The Franchisees indemnify **BOOSTMYSITES** against all actions , claims , demands , prosecutions , penalties including cost s thereof and not excluding **BOOSTMYSITES** legal cost which might be made or brought against **BOOSTMYSITES** in respect of or arising out of breach, infringement or infractions of any laws, regulations and codes of practice arising out of the operation of **BOOSTMYSITES** business. **BOOSTMYSITES** shall not have any liability to any Franchisee in respect of any loss ,cost , damage or expense suffered directly or indirectly as a result of any act, omissions, representation or statement of any other franchisee.
45. If any notice is received regarding any breach of any law , rule or regulations the Franchisee shall at his own cost ensure that he remedies the breach and also gives intimation thereof to **BOOSTMYSITES** at the earliest, shall also ensure that he intimates to such issuing authority the relationship between the Franchisee and **BOOSTMYSITES** and also clarify that **BOOSTMYSITES** is in no way concerned with such litigation.
46. Apart from the sample and designs provided by **BOOSTMYSITES** , the Franchisee may not design and use their own material for advertising and publicity. Failing which they shall be fully responsible for such designs or materials. For local advertisement , the Franchisee has to take approval of **BOOSTMYSITES** for any design of an advertisement. (Printing or media)
47. **BOOSTMYSITES** forbids a franchisee from producing or procuring from a source other than **BOOSTMYSITES** any items bearing **BOOSTMYSITES** name or logo or **BOOSTMYSITES** trademarks or trade names or service marks.
48. **BOOSTMYSITES** forbids reproduction in whole or in part of any printed material, notes or any other teaching items, recorded videos, test materials, assignments of **BOOSTMYSITES**.
49. The Franchisee disclaims any right or interest in **BOOSTMYSITES** copyrights, trademarks , trade names , service names or marks and logo's and design and all advantages and benefits derived there-from and in the techniques/know-how and training resource/material, student course materials and other literature. The Franchisee agrees that certain confidential Information and secret knowledge which may be made available to him in confidence, the Franchisee shall not divulge such Confidential Information ,secrets and procedures or performance or exhibit any portion or part thereof to any person. The Franchisee shall include a secretobligation relating to the above matters in the contracts of employment with his employees.
50. The Franchisee shall ensure good conduct and behavior of every student and every faculty in order to maintain high reputation and discipline conducive for creating good academic atmosphere in the franchisee's centre.

51. BOOSTMYSITES will not be concerned or be a party to any dispute in whatsoever capacity between the Franchisee and his employees or any other persons or any dispute, claims suit or litigation by and between statutory authority and the Franchisee for non-compliance with any statute, rules & regulations made by the statutory authority.

52. At any time if **BOOSTMYSITES** is of the opinion that the academic standards are not maintained by the franchisee, **BOOSTMYSITES** shall have the right to take corrective steps at the cost of the Franchisee/ or cancel the Franchise.

53. The Franchisee will maintain the premises of the Franchise's centre in good conditions.

54. Liquidated Damages: The Franchisee shall abide by all the terms referred in this agreement and other terms that are agreed through letters issued time to time. If any of the terms is violated, this agreement stands cancelled.

55. Jurisdiction: The Franchisee shall expressly agree that the court in **BANGLORE** in the state of KARNATAKA and none other courts shall have jurisdiction to try any matter arising between **BOOSTMYSITES** and the Franchisee.

All differences and disputes which may arise between **BOOSTMYSITES** and a Franchisee shall be referred to a sole arbitrator for adjudication to be appointed by **BOOSTMYSITES**

BOOSTMYSITES