

Franchisee Development Agreement

This Agreement is made and entered into by and between Maxx Academy located at J-129, Sector-10 DLF, Faridabad AND

_____ (hereinafter "Client") effective this _____ day of _____, 2013_.

WHEREAS, Maxx Academy has experience in the development and operation of franchising systems, including franchising agreements, offering circulars, registration materials, forms, training programs, marketing brochures, franchisee support programs, sales programs, and related services; and

WHEREAS, Client desires to develop a franchising program and to market that program on a regional land national basis;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the parties hereto agree as follows :

1. Document Preparation

A. Franchise Agreement and Uniform Franchise Offering Circular

Maxx Academy will ask you to supply the answers to our detailed Franchisor Questionnaire and return these to us together with any additional written materials that describe your services and/or products. Based upon the information received from you Maxx Academy will develop a draft of the required franchise documents setting forth the contractual relationship between the Client and potential franchisees and the required disclosures. Pursuant to discussions between Maxx Academy and Client, a final copy of these documents shall be prepared by Maxx Academy and forwarded to Client for your use.

2. Franchisee Registration

"Client" shall pay an amount of Rs. 4,00,000/- only as franchisee registration fees. This amount is NOT REFUNDABLE. This amount is charged against the material provided by Maxx Academy to start the center (machines, advertising material, presentation, study material, prospectus, receipt books etc) and the consulting charges.

3. Client shall pay sharing revenue of the admission fees collected from the candidates on monthly basis.

4. Consulting Services

A. Franchise Marketing Brochure

Maxx Academy shall consult with, instruct and assist Client in the development of the layout and wording of a franchise marketing brochure for use by Client as a marketing tool in the offering of its franchise opportunity ("Brochure"). Based upon the prior documents and the discussions between the parties here to Maxx Academy shall provide Client with the suggested wording and layout for the Brochure.

B. Systems and Forms

Maxx Academy will discuss with Client the various systems, forms and reporting procedures that are available and will recommend certain systems and forms to Client.

C. Support Programs

Maxx Academy shall provide consulting services during the term of this Agreement. These services shall include advice on programs and systems to provide an ongoing link between Client and its franchisees, including profit and loss statements, analysis tools, and marketing and operational forms.

D. Franchisee Marketing

Maxx Academy shall provide Franchise Marketing and Sales consulting services to Client concerning the various methods of franchise marketing and the mechanics of conducting and completing the franchise sale.

E. Advertising

Maxx Academy will supply Client with samples of suggested advertising materials designed to attract prospects and leads for the sale of franchises.

With respect to the provision of each of the above consultation services it is specifically understood by Client that Maxx Academy shall provide such consultation by facsimile transmission, e-mail through Internet services and/or regular mail. This will provide a complete record of all communications and advice and will considerably reduce the cost to both parties .Franchisee will use logo of "Maxx Academy" on every document of advertising.

In case Maxx Academy publish advertisement in print media, electronic media all of the franchise /sub franchise has to pay equally the incurred cost in advertisement.

4. Expenses

Maxx Academy shall pay its own expenses of word processing, typing, photocopying and mailing of materials prepared on behalf of Client as well as telephone communications made by Maxx Academy on behalf of Client.

Client shall reimburse, on an as-billed basis, for any travel, room and board expense incurred by Maxx Academy on behalf of Client provided that the incurring of any such expense has received the prior written or e-mail approval of Client.

Client agrees to pay for all printing costs of the franchise agreement, brochures, advertisements and for all photography and camera-ready artwork and all other advertising and marketing materials.

Client agrees to pay for all fees or charges of any regulatory or governmental agency for registration or other documentation of the offering of sale of Client's franchise opportunities.

5. Cooperation

Client acknowledges that its cooperation is essential to the timely completion of the services to be performed by Maxx Academy pursuant to this agreement. Therefore, Client agrees to make its staff and facilities available to Maxx Academy upon reasonable request and to promptly provide Maxx Academy with all materials so requested and to timely respond to inquiries of Maxx Academy .

6. Confidentiality and Non-Competition

Franchisee hereby agrees that any and all information received from Maxx Academy shall be treated as absolutely confidential and shall not be divulged to any person or entity for any purpose whatsoever without the specific, written or e-mailed permission of the person signing below on behalf of "Maxx Academy." Franchisee further agrees that it will not compete in any manner at any time in any business or venture related to the business of Maxx Academy unless at the specific written request of Franchisee.

_____ (Client) _____ Maxx Academy

By: _____

By: _____

**NORMS, GUIDELINES, TO BECOME AN AUTHORISED FRANCHISEE
REQUIRED NORMS**

Infrastructure Norms

1.Space

Enclosures	Size	Area(sq.ft)	Number	Total Area(sq.ft)
Classroom for 30 students	15 X 20	300	2	600
Labs	10 X 12	120	2	240
Counselling Rooms	10X10	100	1	100
Service Reigon (Lobby, Bathrooms, Drinking Water etc)		275	1	275
Administration and faculty room		200	1	200
Centre Director Room	10 X 10	100	1	100
				Total= 1515sq.ft

2. Class Rooms Requirements

- **White Board in Each classroom**
- **Minimum capacity of 30 in each class room**
- **Comfortable chairs and tables**

3. Faculty Qualification

Minimum 2 yr Diploma in fashion design/technology or in the discipline relevant to the discipline of the courses authorized(from a recognised Institute/University. Faculty should have at least 1 yr experience in Garment Industry. Center coordinator must have technical qualification at PG level.Faculty will be appointed only after the final approval of Maxx Academy.

4. Study Material

Study material for all the courses will be provided by “Maxx Academy” to the Franchisee only after advance payment for the same.

5. Extra fees

Charging of fees other than the prescribed by Maxx Academy is not allowed & call for serious action towards the franchisee without any prior notice.

In addition to the study material provided by the university if the study centre wish to provide additional material/notes/soft copies etc. to the same shall be done without charging any extra money from the student until the recommendation of Maxx Academy.

Extra charges shall also not be collected from the students on account of extra classes/extra coaching centre.

6. Internal Evaluation

Franchisee will evaluate the students twice in a semester mod course & thrice in a annual mode course for each paper(subject), however this internal evaluation form a part of external evaluation done by the Maxx Academy and mandatory complete report to be submitted by franchisee.

7. Mandatory maintenance of records & equipments-Following records are to be maintained by the franchisee & need to be updated on the daily basis. These should also be available for inspection at any point of time by the university.

- 1) Time Table**
- 2) Staff attendance register**
- 3) Student attendance register for each class signed by the repective teacher for each class conducted at the franchisee.**
- 4) Issues register indicating issue enrollment card, franchisee study material, examination hall tickets etc.**
- 5) Record of practical conducted.**
- 6) Computer & other lab equipments as per norms.**
- 7) Reciept books.**

8. Admission & re-registrations

Authorized franchisee will ensure the following regarding new admissions and re registrations

- a) Shall not accept the forms of not eligible candidates.**
- b) Shall accept only eligible student's forms along with the course fee via demand draft in favour of "MAXX ACADEMY" Payable at Faridabad.**
- c) All the forms shall accompany photocopies of certificates(attested by a gazetted officer or notarized)**
- d) Forms shall be submitted to the the Maxx academey with in 10 days receipt of the forms by the franchisee and last lot before the declared last date.Forms received by the Maxx Academy after the last date due any reason like ,postal delays etc. will not be entertained .**
- e) Shall be able to produce original certificates of the students as & when demanded.**
- f) Diploma /degree should be provided by maxx academy**

9. Advertising

The study centers shall advertise within the advertising policy and not use the logo or emblem of the Maxx Academy in local, regional or national media.

The franchisee shall not make false claims in advertisements which may affect Maxx Academy's reputation

10. Change of address/change of name/change of constitution

Change of address/change of name/change of constitution of the authorized franchisee is not allowed in normal circumstances, however based on the merit of the case it can be considered with a non refundable processing fee of Rs.2000/-

11. Deliverables to the students

The franchisee shall promptly deliver the deliverables meant for the students to the students such as Enrollment Certificate, books, admit card, results & mark cards. Delay in delivery by the franchisee would be at its own risk & cost.

12. Admission Confirmation

All admission forms submitted in the Maxx Academy will be provisionally admitted by the Maxx Academy till their eligibility is checked. Admission confirmation will take place only on the issue of enrollment certificate by the university.

13. Discontinuation

A Franchisee cannot discontinue its service to students till the time all its enrolled students are shifted to another franchise or head office with facilities & services as per Maxx Academy norms.

14. Authorization would be granted to only those centers whose:

- a) Application is complete in all respects.
- b) physical infrastructure matches with the mentioned in the application
- c) physical infrastructure, facilities, student support services match the mentioned norms, guidelines & terms & conditions of the university.

15. Course fee collection

The franchisee will collect 100% course fee & other applicable fees from the students in the form of a demand draft in a favor of "MAXX ACADEMY" & submit the same to the Maxx Academy along with the admission/ re registration form. Head Office will then issue a cheque for the revenue sharing amount to the franchisee.

16. Examination

The university will conduct the examination twice a year for semester & annual mode students. The examination would be conducted in fair manner at neutral

venues finalized by the university , franchisee shall have no rote play in examination.

17. Norms for no. franchisee in a city.

There cannot be franchisee with in 05kms radius of existing study centre subject to the following terms & conditions:

1. New franchisee opting for streams other than the streams available with the existing franchisee can be opened with in 03kms of a radius of existing franchisee.

2. New franchisee can be opened with same streams as available with existing franchisee with in 03kms radius of the existing Centre if.

The no. of new students in existing franchisee is less than 30 in that streams despite a tenure of more than 06 months in a semester mode and 12 months in annual mode course as per the mode of the stream.

18. Maxx Academy reserves the right to introduce new norms or change the norms , rules & regulation , guidelines , schemes of examination related to all academic ,non academic , administrative or any other matter related to distance education or any other form of education without prior intimation. This may include change in course fee, authorization fee, renewal fee , other applicable fees, norms related to infrastructure, ,authorization norms . norms for teaching ,norms for no. of franchisee. All changes would be applicable to all the franchisee as well as students studying at all the franchisee . franchisee would introduce new norms & make applicable all changes as declared from time to time by the Maxx Academy.

19 franchisee will be authorized under the banner of Maxx Academy and there will be separate legal agreement between Maxx Academy and the concerned Franchisee.

20. All the franchisee will contribute min 25% and this share can be varied towards the joint advertisement campaign with the regard to Maxx Academy . This amount be deducted from the Franchisee fee share later on.

If any dispute arise in between both parties than Arbitration/ Judicom will be only at the court of Faridabad (Haryana).

I have read carefully all the terms and conditions of the Maxx academy and I agree and abide myself rules and regulations of the Maxx Academy.