

## **TERMS & CONDITIONS**

Both the franchisor and the franchisee do hereby agree to run an Online Sails Point (OSP) as per the following terms and conditions:

1. The Franchisor is a leading brand in the field of education providing mock test series for various State and Central Government competitive examinations.
2. The Franchisor after much effort has developed and is in the process of further developing the Brand name “Career & Courses” along with the logo, the designs and its exclusive business model.
3. The Franchisor is looking for expansion of its educational institutes by opening a new Online Sails Point (OSP) under the brand name “Career & Courses” (hereinafter referred to as the “Brand”).
4. The Franchisee desires to associate itself with the Brand by becoming a franchisee of the Franchisor and has approached the Franchisor for the same. The Franchisor has agreed in principle for giving the franchise upon relying on the representations made by the Franchisee.
5. 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.
6. The effective date of this Agreement is the date on which the Agreement is signed by the franchisee. The initial duration of this Agreement shall be for a period of One (01) year from the date of signing of the Agreement by both the parties. The duration of the Agreement may be increased after prior approval from both the parties.
7. The franchisor will provide the franchisee the details of the mock test series, other different educational services to the franchisee. The franchisor will be at the discretion of deciding what kind of services does it want a particular franchisee to sell on its behalf.
8. The franchisor will collect a onetime non-refundable registration fees of Rs 999/- (Rupees Nine hundred ninety nine only) from the franchisee. After receipt of the registration fees the franchisor will provide the franchisee with initial setup kit consisting of leaflets, brochures, banners etc.

9. The franchisee upon receiving the details of the services will start the necessary marketing services from its end. The franchisee shall take all the necessary steps to maintain a good liaison with the local teachers, schools, colleges etc to ensure maximum sells of products and services being offered by the franchisor.
10. The franchisee will have to install a minimum of 6ft by 3ft glow sign board of Career & Courses on its premises at a prominent position.
11. The franchisee will receive incentive as per the prices mentioned below in the table:

SI No.	Name	Type	Duration	Details	Total Price	Incentive
1	C&C ABHYAAS NEET TEST SERIES	Test series	1 Year	Total 150 tests (130subject wise tests and 20 full length test)	2150/-	1000/-
2	C&C ABHYAAS JEE TEST SERIES	Test series	1 Year	Total 150 tests (130subject wise tests and 20 full length test)	2150/-	1000/-
3	C&C ABHYAAS WBCS (PRE)	Test series	1 Year	Total 130 tests (110subject wise tests and 20 full length test)	2150/-	1000/-
4	C&C ABHYAAS SSC CGL	Test series	1 Year	Total 150 tests (130subject wise tests and 20 full length test)	2150/-	1000/-
5	C&C ABHYAAS SSC- JE	Test series	1 Year	Total 150 tests (130subject wise tests and 20 full length test)	2150/-	1000/-

**Note: The total price of the above mentioned courses may change at a later period of time. As such, the incentive of the franchise too will become 50% of the new price.**

12. The franchisee shall not collect any other amount of money from the students in any form other than that indicated above.
13. The franchisee partner will be provided with a unique referral code which will be used while making online payment for products and services by the customer. The commission will be paid on basis of the use of the referral code while making the payment.

14. The commission will be transferred directly into the account of the franchisee within 48 working hours of making the payment by the customer.
15. The Franchisor will have the rights to check the operational aspects and to see whether the online sails point is being run according to this Agreement or not.
16. In case the franchisee/franchisor wants to terminate this Agreement then a prior 30 days notice has to be given by the franchisee/franchisor to the franchisor/franchisee.
17. If it is found that the franchisee has violated the above mentioned terms & condition or has acted in any manner (whether directly or indirectly) that is derogatory to the name and reputation of the Franchisor, then the franchisor will have the right to terminate this Agreement with immediate effect.