

# MASTER FRANCHISE AGREEMENT

Indian Institute of Ecommerce Foundation, an online business school registered under the Companies Act 2013 (CIN: U74140DL2015NPL286582) having its registered address 55 2ND Floor, Lane no.2 Westend Marg Saidulajab Saket South West Delhi DL 110030 IN, which includes its heirs and assigns of the first part, through its Director/ Authorised Signatory Dr.Sumit Pareek (hereinafter called as IIEC).

and Mrs./Mr.\_\_\_\_\_ an Individual or Company who want to partner with IIEC to market IIEC's certification programs (hereinafter called as Franchise).

IIEC is looking for district level exclusive master franchise who can setup offline telesales call center to sell IIEC's online certification courses to job-seekers, working professionals, business owners at pan India and international level.

The partnership model will be a revenue sharing upto 100% on short certifications, 50% for Professional certifications, 25% for the Post Graduate Programs and 5% royalty sharing from all your franchise partners.

## **Role of Franchise Partner**

- DSA Franchise development & management (20 per year)
- IBC Franchise development & management (100 per year)
- IIEC's online course sales
- Franchise sales & revenue management

After you agree to Indian Institute of E-Commerce Franchise Partnership terms & have paid the fees you will get the Following:

Step 1: We will arrange One on One Video Call:

Once you have paid the fees online: IIEC will schedule a 1 on 1 Video Call to discuss on the steps forward regarding the dedicated store in iiec's website, Courses, Marketing Plan, Do's and Don'ts. This Video will be recorded and shared to you for your reference.

Step 2: Marketing Collaterals:

After the Video Call, You will get Access to IIEC's Course Specific Marketing Collaterals ( Eg: Brochure, Creatives, Affiliate Code, official email ID at [iiiec.edu.in](mailto:iiiec.edu.in) and dedicated store in iiec's e-learning portal, lead forms, payment gateway integration etc.)

Step 3: Franchise Training Access:

You will also get free access to the Course so you can learn the whole program and make notes. This will be useful as a Train the Trainer Video Course, so you can market the program effectively.

Step 4: Payment Collection:

You can share your bank account details at [franchise@iiiec.edu.in](mailto:franchise@iiiec.edu.in) so we can process the payment within 7 working days for any fees that we receive using your Affiliate code and monthly payout for the net royalty generated by the franchises under you.

Step 5: Ongoing Support for you and all your students.

Step 6:Lead Generation Support:

IIEC will share upto 10000 leads in 12 months of prospective DSA and IBC from your district looking for business opportunities; these leads may be generated fresh through social media outreach campaign or existing data of business opportunity seekers.

## Master Franchise Terms Conditions & Rights

Indian Institute of E-Commerce ( IIEC) develops in-house online certification courses for job seekers, working professionals, entrepreneurs and startups who are looking to build their online career and some courses in partnership with e-commerce brand partners eg: amazon, tata group, alibaba, etc.

IIEC will provide access to all certification programs which are currently listed in IIEC website under this agreement.

Master Franchise will be the exclusive DSA and IBC development and managing Partner of IIEC in a given district.

IIEC agrees to provide 5 year Master Franchise rights to the Partner for the district.

Franchise should hire 3-5 professional sales counselors who can explain, counsel, recruit and manage IBC and DSA

IIEC has agreed to take Master Franchise based on the below terms and conditions:

A. For Course Selling:

- Franchise is authorised to promote courses both in B2C & B2B Markets.
- The Franchise is free to promote the program across the world without any geographical restriction.
- The Franchise will get access to “Course Marketing Webinars” from IIEC to help franchise in increasing course sales.
- Franchise is authorised to directly use the IIEC Logo and can use marketing creatives provided by IIEC which Franchise can use for marketing the course.
- Training content will be hosted at <https://courses.iiec.edu.in> and cannot be modified. The IPR of the training contents shall vest with IIEC
- IIEC will provide Online Training access only to students and Franchise partners cannot provide offline training or merge the iiec’s course as a bundle for a value added program elsewhere.
- Train the Trainers program will be provided by IIEC through Online Video based Training at [iiec.edu.in](http://iiec.edu.in) website within 7 working days of the finalisation of this agreement.
- Franchise will have no role in post student’s enrolment in [iiec.edu.in](http://iiec.edu.in) because the student will agree to [iiec.edu.in](http://iiec.edu.in)’s terms & conditions once the student starts learning online.
- Certificates to the successful candidates shall be provided by IIEC and IIEC Partners.
- The candidates will be provided support by Indian Institute of E-Commerce in the form of support mail, Help-desk, knowledgeable, course updates, live chat etc.
- Once the Franchise rights are granted, Indian Institute of E-Commerce will not refund the Franchise partnership fees if for any personal reason the Franchise partner does not want to continue. If the certification course is paused or terminated by the E-Commerce companies / brand Partner then IIEC will provide an alternative course access to the Franchise at no extra cost, IIEC will also develop new courses which will be made available to the franchise partner. IIEC can pause or remove an existing course or create new courses without permission from the franchise partners.
- Franchise will sell the course at the course fees fixed by Indian Institute of E-Commerce in [iiec.edu.in](http://iiec.edu.in), Franchise cannot modify the course fees, while IIEC may provide Franchises discount coupon codes that students can use to get discount on the

fees and the financial sharing will be based on the discounted fees in case the students is enrolling discount coupons.

- Courses cannot be sold at higher or lower prices as fixed by Indian Institute of E-Commerce.

#### B. For Franchise Recruitment:

- Master Franchise shall not offer or engage IIEC's DSA or IBC to any new business project other than any offering from IIEC.
- Master Franchise should not start similar educational ventures and join a competitor in future.

#### **Brand Usage Rights:**

Indian Institute of E-Commerce®, IIEC®, Indian Institute of E-Commerce® Foundation®, IIEC Certified E-Commerce Professional®.

#### **Brand Logo:**



#### **General Terms**

- Master Franchise agrees to arrange online meetings at regular intervals with DSA's and IBC's to discuss and to provide monthly targets and share reports of their progress, achievements and developments and seek to resolve any issues arising in connection with the Program to IIEC HO
- Master Franchise agrees to comply with all applicable laws and regulations, including but not limited to marketing and direct selling laws and regulations.
- IIEC & Master Franchise Further agree that Franchise shall maintain its marketing centres as per the rules and regulations laid by IIEC and shall maintain changes in courses and infrastructure as per Requirements of IIEC within mutually agreed time and framework.

- Master Franchise shall allow the personnel and duly authorized by IIEC to inspect the premises, financial records relating to DSA, IBC, IIEC Courses, software and hardware at any time.
- Master franchise should keep IIEC's IT infrastructure separate from other businesses eg: laptop/PC/email ID/smartphone/phone number etc.

## Franchise Validity

As a Master Franchise you will be able to get 5 years validity for selling IIEC's Franchises ( DSA and IBC's ), certification programs such as Certified E-Commerce Professional, Post Graduate Program and various certification programs currently listed in our website.

If the Master franchise is inactive and not following up with the DSA and IBC leads then IIEC will be forced to pause the lead generation campaign as it makes a negative brand image.

Suspension: The Master Franchise team has to make sure the DSA and IBC's are given ongoing business operations support, and communicate with the IIEC team on any issue raised by the IBC or DSA. If the Master Franchise team is not responding to the support queries generated by its DSA or IBC then IIEC will have a discussion with the Master franchise on the code of conduct and engagement plan on mutually agreed terms from time to time. If the master franchise is knowingly creating a situation which can negatively effect the brand IIEC and its partners performance image then IIEC will suspend the master franchise from IIEC hence no royalty will be shared.

## Course Fee Collection Terms

Users including DSA, IBC and students will make payment to IIEC Pvt Ltd and IIEC Pvt Ltd will release the payout to the franchisee as and when IIEC receives the payout from online payment gateways or the users bank. All payments will be done by the company IIEC Pvt Ltd.

## Profit Sharing Breakup

Profit sharing from online courses sales

100% Profit Sharing Programs

Course Name	Course Fee	Sharing %	Franchise Share	Monthly Sales	Annual Sales	Revenue / Year	Franchise Profit
E-Commerce Certification For Students	₹1,000	100%	₹1,000	30	360	₹3.60 Lacs	₹3.60 Lacs
E-Commerce Certification For Working Professionals	₹2,000	100%	₹2,000	30	360	₹7.20 Lacs	₹7.20 Lacs
E-Commerce Certification For Freelancers	₹3,000	100%	₹1,500	30	360	₹10.80 Lacs	₹10.80 Lacs
E-Commerce Certification For Startups	₹4,000	100%	₹4,000	30	360	₹14.40 Lacs	₹14.40 Lacs
Total						₹36 Lacs	₹36 Lacs

### 50% Profit Sharing Programs

Course Name	Course Fee	Sharing %	Franchise Share	Monthly Sales	Annual Sales	Revenue / Year	Franchise Profit
E-Com Sellers (100 programs)	₹5,000	50%	₹2,500	100	1200	₹60 Lacs	₹30 Lacs
CEP Self-Paced	₹25,000	50%	₹12,500	30	360	₹90 Lacs	₹45 Lacs
CEP Practical	₹99,000	50%	₹49,500	20	240	₹2.37 Cr.	₹1.18 Cr.
Total						₹3.87 Cr.	₹1.93 Cr.

### 25% Profit Sharing Programs

Course Name	Course Fee	Sharing %	Franchise Share	Monthly Sales	Annual Sales	Revenue / Year	Franchise Profit
PGP Entrepreneurship	₹4 lacs	25%	₹1 Lac	1	12	₹48 Lacs	₹12 Lacs
PGP in Digital Marketing & Sales	₹2 lacs	25%	₹50,000	4	48	₹96 Lacs	₹24 Lacs
Total						₹1.44 Cr.	₹36 Lacs

NET PROFIT: ₹36 Lacs + ₹1.93 Cr. + ₹36 Lacs = ₹2.65 Cr.

### Profit sharing from creation of Franchise

- Direct Sales Agency Franchise Fee - ₹5 lacs
  - If you sell franchise you will get 20% royalty ₹1Lac x 20 = ₹20 Lacs
  - If we sell franchise you will get 5% royalty ₹25000 x ∞ (Unlimited)
- IBC Franchise Fee - ₹1.5 Lacs
  - If you sell franchise you will get 20% royalty ₹30000 x 100 = ₹30 Lacs
  - If we sell franchise you will get 5% royalty ₹7500 x ∞ (Unlimited)

### Royalty sharing from Franchise

#### Example scenario

Sub-Franchise Types	No. of Franchises	Revenue/ Franchise	MF Royalty 5%	Potential Gross Revenue
DSA	20	₹3.26 Crore	₹16.3 Lacs /DSA	₹3.26 Cr. from 20 DSA
IBC	100	₹47.22 Lacs	₹2.36 Lacs /IBC	₹2.36 Cr. from 100 IBC

- Projected Annual Income
  - from online course sales: ₹2.65 Crores
  - from DSA and IBC Franchise Onboarding: ₹50 Lacs
  - Royalty from Franchise course revenue: ₹5.62 Crores
  - **Total: ₹8.77 Crores/annum projected.**

#### Confidentiality:

- Master Franchise and its franchisees must make sure that the agreed financial sharing between Indian Institute of E-Commerce & Franchise needs to be kept fully confidential and no one except the Authorised Franchise Partner & Chairman of Indian Institute of E-Commerce should know about the agreed financial terms.
- IIEC and Franchise shall maintain strict confidentiality of each other's confidential information which is so described as confidential. Confidential Information means the terms of this agreement and all information concerning IIEC & Franchise or either Party to which the other Party is provided access by virtue of its activities as a result of this agreement. Confidential Information does not include information that has been publicly disseminated in writing by the owner, in which the receiving Party can show it knew prior to disclosure, or which was rightfully received by a Party from a third Party without restriction.
- Confidential Information acquired hereunder by either Party will be treated as proprietary information of the disclosing Party and shall not be used for any purpose other than the collaborations between IIEC & Franchise or disclosed to any third Party, except such Party's professional advisers, affiliates, consultants, or its employees on a "need to know" basis. Neither Party shall, without the prior written consent of the other, make any public announcement or issue any press release disclosing Confidential Information, provided that either Party may make any disclosure required, in the opinion of its legal counsel, by applicable securities laws or stock rules or regulations

#### Validity, Disputes Resolution and Jurisdiction

- The agreement shall be valid for a period of 5 years from the date of signing and can be renewed by paying further renewal fees which can be mutually decided at that point in time.
- The agreement can be terminated from either side by giving three months notice, subject to and such that candidates already undergoing training will be enabled to complete the training and its certification by Indian Institute of E-Commerce.
- If there is any dispute, efforts shall be made to resolve the same through mutual discussions to avoid legal recourse as far as possible.
- If the dispute still persists, the area of jurisdiction shall be the courts of Delhi only.
- If any clause of the agreement is considered to be invalid/ unlawful subsequently, the other clauses of the agreement shall continue to be valid and enforceable and the operation of the agreement will not be affected.

## Force Majure

Neither party shall be responsible for delay in performance of its obligations due to occurrence of an event which is beyond the reasonable control of a party, is not foreseeable and makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered as impossible under the circumstances and includes events but not limited to server downtime, war, riots, earthquake, fire, floods, civil disorder, strike, lockout, storm, adverse weather conditions or any other natural calamity or any orders of closure by government authorities.

### Communication:

All communication including notices under this agreement by one party to the other party shall be given through registered/ speed post/ courier/ Email to the following: To IIEC:

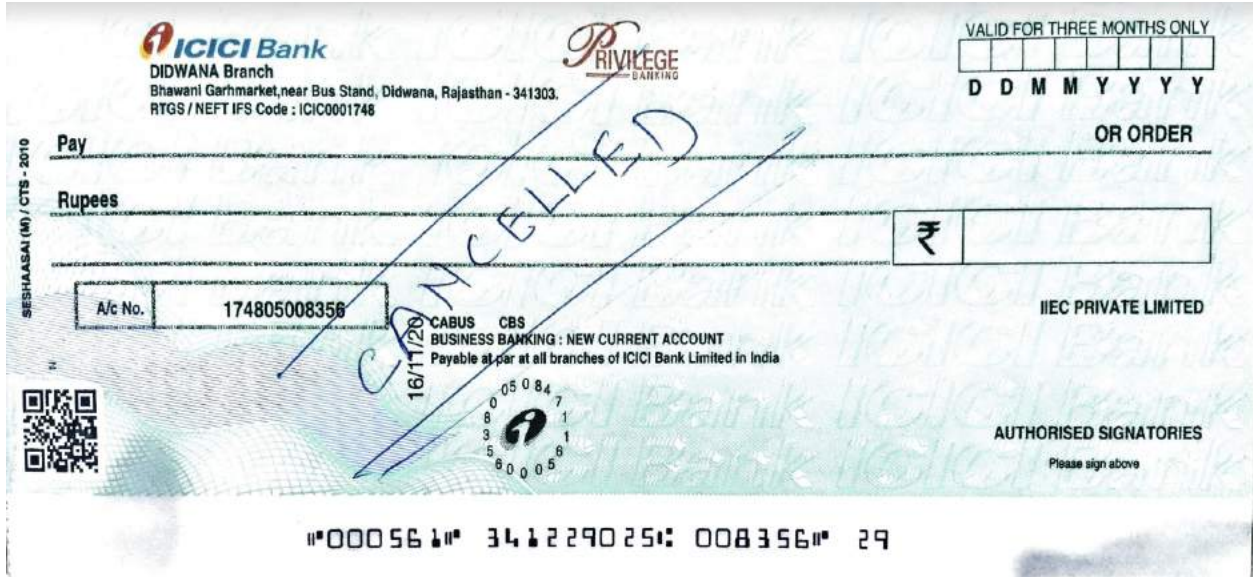
Name: Dr.Sumit Pareek

Address: 55 2ND Floor, Lane no.2 Westend Marg Saidulajab Saket South West Delhi DL 110030 India.

Email ID: [franchise@iiec.edu.in](mailto:franchise@iiec.edu.in)

All payments will be done to IIEC Pvt Ltd ( Indian Institute of E-Commerce® )





### Franchise Fees:

The franchisee has agreed to make a payment of ₹20 Lacs + 18% GST = Rs.23.60 Lacs to IIEC Pvt Ltd

### Breakup of Master Franchise Setup Cost:

In this fee IIEC will make sure that the Master Franchise gets upto 10,000 Business Opportunity Seekers leads in 12 months which is complimentary support to make sure that the master franchise can create 20 DSA and 100 IBC's. The market price for a dedicated inbound lead is between Rs.200 to Rs.1000 from industry to industry.

Additionally Master Franchise also gets access to the short online certification courses with 100% profit sharing while the online training and support to the students will be managed by IIEC.

Some cost will go towards the ongoing online master franchise success training and support to the master franchise team.

Master Franchise will be given a Dedicated link for marketing DSA and IBC witin [iiec.edu.in](http://iiec.edu.in)

Pay to,

**IIEC Private Limited**

Bank: ICICI Bank

Ac no. 174805008356

Didwana Branch, Nagaur, Rajasthan 341303

RTGS/NEFT IFSC : ICIC0001748

IIEC Private Limited is the accounting and finance management company of Indian Institute of E-Commerce ( IIEC )

Note: Franchisees can start working with IIEC once the full payment has been received.

Indian Institute of Ecommerce®	Master Franchise Partner ( DSA / IBC )
Name: Dr.Sumit Pareek Address: 55 2ND Floor, Lane no.2 Westend Marg Saidulajab Saket South West Delhi DL 110030 India. Email ID: <a href="mailto:franchise@iiec.edu.in">franchise@iiec.edu.in</a>	Name: Address: Email ID: Aadhar ID:
Seal and Signature	Signature

Institute of Ecommerce Foundation bearing name "Indian Institute of Ecommerce®" a registered trademark. Registration Number: 3358480/3358481 The accounts and finance of Indian Institute of Ecommerce is manager by IIEC Private Limited  
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