FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into on this ___ day of ______**, 20** ("Effective Date"), by and between:

Pulse Associates Pvt. Ltd., a company incorporated under the Companies Act, 1956/2013, having its registered office at ______________________, herein referred to as "Franchisor" (which expression shall, unless repugnant to the context, include its successors and permitted assigns),

AND

[Franchisee Name], residing at / having its principal office at ______________________, herein referred to as "Franchisee" (which expression shall, unless repugnant to the context, include its successors and permitted assigns).

WHEREAS:

1. Pulse Associates Pvt. Ltd. is engaged in providing consultancy and management support services to NGOs, charitable institutions, trusts, and civil society organizations.
2. The Franchisor has developed a franchise model to expand its services across India through local partners while maintaining quality, branding, and operational standards.
3. The Franchisee desires to operate a franchise under the Pulse Associates brand and agrees to comply with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. GRANT OF FRANCHISE

1.1 The Franchisor hereby grants to the Franchisee the right to operate a franchise under the "Pulse Associates" brand within the territory of ______________________ ("Territory").
1.2 The Franchisee shall provide consultancy services to NGOs and related organizations in accordance with the Franchisor's operational standards, branding, and guidelines.

2. TERM

2.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of **5 years**, unless terminated earlier as per the provisions of this Agreement.
2.2 The Agreement may be renewed upon mutual written consent, subject to evaluation of the Franchisee's performance.

3. MEMBERSHIP FEE

3.1 The Franchisee shall pay a **one-time membership fee of ₹1,00,000/- (Rupees One Lakh Only)** to the Franchisor.
3.2 The payment shall be made upon execution of this Agreement and before commencement of franchise operations.
3.3 The membership fee is non-refundable under any circumstances.

4. FRANCHISEE COMMISSION

4.1 The Franchisee shall be entitled to a **40% commission** on all projects and services secured from clients within the Territory.
4.2 Commission payments shall be processed within **30 days** from receipt of client payment by the Franchisor.
4.3 The Franchisee shall maintain accurate records of projects and revenue for reconciliation purposes.

5. FRANCHISOR'S OBLIGATIONS

The Franchisor shall:
5.1 Provide initial training and on boarding to the Franchisee on NGO consultancy, legal compliance, fundraising, and operational procedures.
5.2 Supply marketing and promotional materials, including brochures, presentations, templates, and branding guidelines.
5.3 Offer ongoing operational support via phone, email, and online platforms.
5.4 Provide updates on new schemes, regulatory changes, and funding opportunities.

6. FRANCHISEE'S OBLIGATIONS

The Franchisee shall:
6.1 Operate the franchise in strict accordance with the Franchisor's operational guidelines, ethical standards, and quality norms.
6.2 Conduct business development, client acquisition, and relationship management.
6.3 Submit periodic reports on clients, projects, and revenue to the Franchisor.
6.4 Use the official Pulse Associates brand, logos, and materials appropriately.
6.5 Maintain confidentiality of client information and Franchisor's proprietary processes.

7. BRAND AND MARKETING

7.1 The Franchisee shall represent the Pulse Associates brand professionally, maintaining office standards and service quality.
7.2 All marketing campaigns, outreach programs, or public communications must comply with Franchisor guidelines.
7.3 Franchisee shall not alter, modify, or create derivative works of Franchisor's trademarks, logos, or proprietary materials without prior approval.

8. LEGAL AND COMPLIANCE

8.1 The Franchisee shall comply with all applicable Indian laws, regulations, and statutory requirements.
8.2 The Franchisee shall maintain proper financial records and submit revenue and project reports to the Franchisor as specified.
8.3 The Franchisee shall not engage in any activity that could harm the Franchisor's reputation.

9. CONFIDENTIALITY

9.1 The Franchisee shall not disclose any confidential information, client details, or proprietary processes obtained during the term of this Agreement.
9.2 This obligation shall continue for **5 years** after termination or expiry of this Agreement.

10. TERMINATION

10.1 This Agreement may be terminated by the Franchisor in the event of:

- Breach of operational, branding, or ethical standards;
- Non-payment of commissions or fees;
- Misrepresentation or misconduct harming the Franchisor's reputation.

Upon termination, the Franchisee shall cease using the Pulse Associates brand, return all materials, and settle outstanding payments.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of this Agreement, the Parties shall attempt to resolve it amicably through mutual discussion. Any unresolved dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, with the venue being New Delhi, India.

12. MISCELLANEOUS

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements. No modification or amendment shall be valid unless in writing and signed by both Parties. The Franchisee may not assign or transfer this Agreement without prior written consent of the Franchisor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month, and year first above written.

Franchisor:

Authorized Signatory
Pulse Associates Pvt. Ltd.

Franchisee:

Authorized Signatory
[Franchisee Name]

Witnesses:

1. ______________________________
2. ______________________________