**FRANCHISE AGREEMENT**

This Franchise Agreement ("Agreement") is made and effective this [DATE],

**BETWEEN: MyExamsPrep (DBA Information Consulting Services, LLC)** (the "Franchisor"), a company organized and existing under the laws of the State of Virginia, with its head office located at 42767 Ravenglass Dr, Ashburn VA 20148.

**AND: MyExamsPrep – Eastside, LLC.** (the "Franchisee"), a company organized and existing under the laws of the State of\_\_\_\_\_\_\_\_\_\_\_\_\_, with its head office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Basis for Agreement**

The Franchisor has developed methods for establishing, operating, promoting and engaged in the business of educational services including but not limited to examination preparatory classes using the service mark and related trade names and trademarks (the "Marks") and the Franchisor's proprietary methods of doing business (the "Licensed Methods"). The Franchisor grants the right to others to develop and operate MyExamPrep franchise as MyExamPrep-Eastside, under the Marks and pursuant to the Licensed Methods.

The Franchisee desires to establish MyExamPrep-Eastside franchise at a location identified herein or to be later identified, and the Franchisor desires to grant the Franchisee the right to operate MyExamPrep-Eastside franchise at such location under the terms and conditions which are contained in this Agreement.

1. **Grant of Franchise**

The Franchisor grants to the Franchisee and the Franchisee accepts from the Franchisor, the right to operate any and all courses taught by the Franchisor, use the Marks and Licensed Methods in connection with the establishment and operation of MyExamPrep franchise, the right to operate courses other than those of the Franchisor with the prior written approval of the Franchisor, at the location described in this Agreement. The Franchisee agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by the Franchisor from time to time, only in accordance with the terms and conditions of this Agreement.

The Franchisee agrees at all times to faithfully, honestly, and diligently perform the Franchisee's obligations hereunder, and to continuously exert best efforts to promote the MyExamPrep franchise. The Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of the business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by the Franchisor, all of which are a part of the Licensed Methods.

1. **Franchise Fee**

The Franchisee agrees to pay the Franchisor an amount of $5,000.00 as Franchise Fee. The payment of the franchise fee enables the Franchisee to enjoy the use of the Franchisor's system and name, as well as assistance for a limited time.

1. **Franchised Location and Designated Area**

The Franchisee is granted the right and franchise to own and operate MyExamPrep-Eastside franchise at Bothel, Redmond, Bellevue, Sammamish, Issaquah or via Zoom ("Franchised Location").

The rights that are granted to the Franchisee under this Agreement are for the specific Franchised Location and cannot be transferred to any other location without the prior written approval of the Franchisor. During the term of this Agreement, and upon mutual agreement, both parties can sell MyExamsPrep – Eastside franchise to a third party. However, upon the termination of this Agreement, the Franchisor shall have the full rights and obligation to determine the continued operation of MyExamsPrep – Eastside.

1. **Training**

The Franchisee or the person designated by the Franchisee to assume primary responsibility for the management of the MyExamPrep-Eastside franchise is required to attend and successfully complete the initial training program which is offered by the Franchisor at one of the Franchisor's designated training facilities.

The Franchisor's initial training program shall consist of \_\_\_\_\_\_ days of instruction at a location designated by the Franchisor; provided, however, that the Franchisor reserves the right to waive a portion of the Franchisor's training program or alter the training schedule if, in the Franchisor's sole discretion, the Franchisee has sufficient prior experience or training.

From time to time, the Franchisor may present seminars, conventions, or continuing development programs or conduct meetings for the benefit of the Franchisee.

1. **Materials**

The Franchisor agrees to provide to the Franchisee information on MyExamsPrep’s Course structures, curriculums, books, materials, Learning Management System (to log student’s attendance, CW, HW, etc), Website, Access to WA Eastside registrations, technical bulletins, and other written materials (collectively referred to as the "Materials").

The Franchisee agrees to use the Marks and Licensed Methods only as specified in the Materials. The Materials are the sole property of the Franchisor and shall be used by the Franchisee only during the term of this Agreement and in strict accordance with the terms and conditions hereof. The Franchisee shall not duplicate the Materials. or disclose its contents to persons other than its employees or officers who have signed the form of Confidentiality and Non-Disclosure Agreement. The Franchisee shall return the Materials to the Franchisor upon the expiration, termination, or transfer of this Agreement. The Franchisor reserves the right to revise the Materials from time to time as it deems necessary to update or change operating and marketing techniques, standards, and specifications for all components of the Licensed Methods. Promptly after receiving any update from the Franchisor, the Franchisee shall update his or her copy of the Materials as instructed by the Franchisor and shall conform operations with the updated provisions within a reasonable time after receipt of such updated information.

The Franchisee shall at all times during the term of this Agreement own and control the MyExamPrep-Eastside franchise authorized hereunder. The Franchisee shall not operate any other business or profession from or through the franchise location. If the Franchisee is an entity, the entity shall only operate the franchise governed by this Agreement and no other business, unless the Franchisee receives the Franchisor's prior written approval. Upon request of the Franchisor, the Franchisee shall promptly provide to the Franchisor proof, reasonably acceptable to the Franchisor, of such ownership.

1. **Royalties**

Throughout the term of this Agreement, the Franchisee agrees to pay to the Franchisor a continuing royalty ("Royalty") equal to 40% fee on gross sales without any deductions whatsoever generated from or through the franchise.

The Franchisee agrees that Royalty payments shall be paid monthly/yearly and sent to the Franchisor.

1. **Advertising**

The Franchisee shall obtain the Franchisor's prior written approval of all advertising or other marketing or promotional programs published by any method, including print, broadcast and electronic media, regarding the franchise, including, without limitation, "Yellow Pages" advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio, television, and Internet advertising. The Franchisee acknowledges and agrees that the Franchisor may disapprove of any advertising, marketing, or promotional programs submitted to the Franchisor for any reason in the Franchisor's sole discretion. The Franchisee shall also obtain the Franchisor's prior written approval of all promotional materials provided by vendors. The proposed written advertising or a description of the marketing or promotional program shall be submitted to the Franchisor before publication, broadcast, or use. The Facebook page, Facebook group, Email IDs, Zoom IDs, and Google My Business shall remain the property of the Franchisor.

1. **Quality Control**

The Franchisee agrees to maintain and operate MyExamPrep franchise strictly in compliance with this Agreement and the standards and specifications contained in the Materials, as the same may be modified from time to time by the Franchisor in accordance with this Agreement. The Franchisee is prohibited from offering or selling any products or services not authorized by Franchisor.

If the Franchisee proposes to offer, conduct, or utilize any services, materials, forms, items or supplies for use in connection with MyExamPrep which are not previously approved by the Franchisor as meeting its specifications, the Franchisee shall first notify the Franchisor in writing requesting approval. The Franchisor may, in its sole discretion, for any reason whatsoever, elect to withhold such approval. In order to make such determination, the Franchisor may require submission of specifications, information, or samples of such products, services, materials, forms, items, or supplies. The Franchisor will advise the Franchisee within a reasonable time whether such services, materials, forms, items, or supplies meet its specifications.

1. **Term**

The term of this Agreement shall be for a period of 5 years commencing on \_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless sooner terminated as provided herein. Either party may terminate this Agreement upon 2 years written notice. Parties shall have the option to renew the Agreement for another five or ten years subject to the new terms agreed upon by parties.

1. **Default and Termination**

The Franchisor shall have the right, at its option, to terminate this Agreement and all rights granted the Franchisee hereunder, without affording the Franchisee any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by the Franchisee, upon the occurrence of any of the following events:

1. Abandonment.

If the Franchisee ceases to operate MyExamPrep franchise or otherwise abandons MyExamPrep franchise for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_ consecutive days, or any shorter period that indicates an intent by the Franchisee to discontinue operation of the franchise, unless and only to the extent that full operation of the franchise is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Franchisee's control and not related to the availability of funds to the Franchisee;

1. Insolvency; Assignments.

If the Franchisee becomes insolvent or is adjudicated bankrupt; or any action is taken by the Franchisee, or by others against the Franchisee under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law), or if the Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed by the Franchisee;

1. Criminal Conviction.

If the Franchisee is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the Franchisor, to materially and unfavorably affect the Licensed Methods, Marks, goodwill or reputation thereof;

1. Failure to Make Payments.

If the Franchisee fails to pay any amounts due the Franchisor or affiliates, including any amounts which may be due as a result of any subleases or lease assignments between the Franchisee and the Franchisor, within 10 days after receiving notice that such fees or amounts are overdue;

1. Misuse of Marks.

If the Franchisee misuses or fails to follow the Franchisor's directions and guidelines concerning use of the Franchisor's Marks and fails to correct the misuse or failure within ten days after notification from the Franchisor;

1. Unauthorized Disclosure.

If the Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of the Franchisor's Materials or any other trade secrets or confidential information of the Franchisor;

1. Repeated Non-Compliance.

If the Franchisee has received two previous notices of default from the Franchisor and is again in default of this Agreement at any time during the term of this Agreement, regardless of whether the previous defaults were cured by the Franchisee.

1. Other.

Any other covenant that the parties feel is sufficient cause to terminate this Agreement.

1. **Restrictive Covenants**

The Franchisee acknowledges that, in addition to the license of the Marks hereunder, the Franchisor has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing, advertising, and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of the Franchisor using the Marks and Licensed Methods. The Franchisee, therefore, agrees that other than the franchise licensed herein, neither the Franchisee nor any of the Franchisee's officers, directors, shareholders or partners, nor any member of his or their immediate fatuities, shall during the term of this Agreement have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business."

The Franchisee shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining the Franchisor's written consent. The Franchisee acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to the Franchisor, and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to the Franchisor.

1. **Governing Law**

This Agreement shall be interpreted under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_ and any disputes between the parties shall be governed by and determined in accordance with the substantive laws of the State of ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which laws shall prevail in the event of any conflict of laws.

1. **Modification.**

The Franchisor and/or the Franchisee may modify this Agreement only upon execution of a written agreement between the two parties. The Franchisee acknowledges that the Franchisor may modify its standards and specifications and operate, and marketing techniques set forth in the Materials unilaterally under any conditions and to the extent in which the Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

1. **Entire Agreement.**

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Franchisee agrees and understands that the Franchisor shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. The Franchisor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Franchisee further acknowledges and agrees that no representations have been made to it by the Franchisor regarding projected sales volumes, market potential, revenues, profits of the Franchisee's franchise, or operational assistance other than as stated in this Agreement or in any disclosure document provided by the Franchisor or its representatives.

**19. Effective Date.**

This Agreement shall not be effective until accepted by the Franchisor as evidenced by dating and signing by an officer of the Franchisor.

**21. Injunctive Relief.**

Nothing herein shall prevent the Franchisor or the Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies.

**22. No Waiver.**

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the Franchisor or the Franchisee shall be considered to imply or constitute a further waiver by the Franchisor or the Franchisee of the same or any other condition, covenant, right, or remedy.

**23. No Right to Set Off.**

The Franchisee shall not be allowed to set off amounts owed to the Franchisor for Royalties, fees, or other amounts due hereunder, against any monies owed to Franchisee, nor shall the Franchisee, in any event, withhold such amounts due to any alleged nonperformance by the Franchisor hereunder, which right of set-off is hereby expressly waived by the Franchisee.

**24. Invalidity.**

If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

**25. Notices.**

All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentation of receipt, at the address set forth in the first paragraph of this Agreement or at such other addresses as the Franchisor or the Franchisee may designate from time to time, and shall be effectively given when deposited in the United States mail, postage prepaid, or when received via overnight delivery, as may be applicable.

**26. Payment of Taxes.**

The Franchisee shall reimburse the Franchisor, or its affiliates and designees, promptly and when due, the amount of all sales taxes, use taxes, personal property taxes, and similar taxes imposed upon, required to be collected or paid by the Franchisor, or its affiliates or designees, on account of services or goods furnished by the Franchisor, its affiliates or designees, to the Franchisee through sale, lease or otherwise, or on account of collection by the Franchisor, its affiliates or designees, of the initial franchise fee, Royalties, Marketing and Promotion Fees or any other payments made by the Franchisee to the Franchisor required under the terms of this Agreement.

**27. Signatures.**

This Agreement shall be signed on behalf of MyExamsPrep (DBA Information Consulting Services, LLC) by ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and on behalf of MyExamsPrep – Eastside, LLC by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

BEFORE SIGNING THIS AGREEMENT, THE FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. THE FRANCHISEE ACKNOWLEDGES THAT (a) THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON THE FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND (b) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND (c) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY OFFERING CIRCULAR SUPPLIED TO THE FRANCHISEE, IS BINDING ON THE FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above set forth.

FRANCHISOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
By [Insert Franchisor Representative]

FRANCHISEE:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
By [Insert Franchisee Name]