**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding** (MoU) is entered into                      day of                              2023,

**BY AND BETWEEN**

**TALENTOTO KIDSCARE INDIA PRIVATE LIMITED** and **MR. GHANENDRA PAL SINGH, 82, PAISAL WALI GALI , KAVI NAGAR GAJRAULA, DHANAURA AMROHA (244235), GAJRAULA, UTTAR PRADESH, 244235,** INDIA (referred to as the "Sub Franchisee"). This MoU sets forth the key terms and conditions for establishing a sub-franchise relationship between the parties.

1. **GRANT OF SUB-FRANCHISE RIGHTS:**

* The Franchisor grants the Sub Franchisee the non-exclusive rights to operate a franchise business at the **MINI SCHOOL PARTNER PROGRAM** under the brand name of **“TALENTOTO”** (the "Brand") at the premises located **at 82, PAISAL WALI GALI , KAVI NAGAR GAJRAULA, DHANAURA AMROHA (244235), GAJRAULA, UTTAR PRADESH, 244235, INDIA.** The Sub Franchisee shall operate the franchise in accordance with the Franchisor's standards, procedures, and guidelines, including product quality, service standards, marketing, and branding, and as per the terms of the Franchisee Agreement.

1. **DURATION**:

* The initial term of this sub-franchise agreement shall be           3         years, commencing from the date of opening of the franchise location.
* The Sub Franchisee may have the option to renew the agreement for subsequent terms, subject to the Franchisor's approval and fulfilment of renewal conditions.

1. **SUB-FRANCHISE FEE AND ROYALTIES:**

* The Sub Franchisee shall pay an initial sub-franchise One Time Setup fee of                         49000\_\_\_               upon signing this MoU, which shall be non-refundable.
* The Sub Franchisee shall pay ongoing royalties of **0%** as per the terms of the Franchisee Agreement.

1. **TRAINING AND SUPPORT:**

The Franchisor shall provide comprehensive initial training to the Sub Franchisee and its designated employees on the operation, management, and standards of the franchise business. The Franchisor shall provide ongoing support to the Sub Franchisee, including marketing assistance, supply chain management, and periodic visits to the franchise location for performance evaluation and guidance.

1. **INTELLECTUAL PROPERTY:**

The Sub Franchisee acknowledges that all intellectual property rights, including trademarks, copyrights, and trade secrets related to the Brand, shall remain the sole property of the Franchisor. The Sub Franchisee shall use the Brand, trademarks, and other proprietary materials solely for the operation of the franchise and shall not modify or use them without prior written consent from the Franchisor.

1. **CONFIDENTIALITY:**

Both parties agree to maintain strict confidentiality of all proprietary information, trade secrets, and business practices shared during the course of the sub-franchise relationship. This obligation of confidentiality shall survive the termination or expiration of this MoU.

1. **TERMINATION:**

Either party may terminate this MoU upon written notice in case of a material breach of the terms and conditions outlined herein. The Sub Franchisee may terminate this MoU with 45 days prior written notice, subject to fulfilment of any applicable contractual obligations.

1. **GOVERNING LAW AND DISPUTE RESOLUTION:**

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this MoU shall be resolved through amicable negotiations. If the parties fail to reach a resolution, the dispute shall be submitted to mediation or arbitration in accordance with the rules and procedures of the franchisee agreement as agreed upon by the parties.

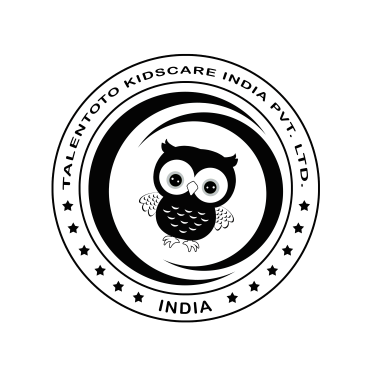
1. **ENTIRE AGREEMENT:**

This MoU constitutes the entire agreement between the Franchisor and the Sub Franchisee and supersedes all prior discussions, understandings, and agreements, whether oral or written, relating to the subject matter herein.

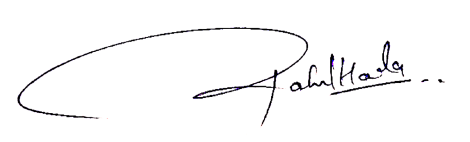
1. **AMENDMENTS**:

Any amendments or modifications to this MoU shall be made in writing and signed by both parties.

Please indicate your agreement to the terms and conditions outlined in this MoU by signing below. This MoU shall become effective upon signature by both parties.



TALENTOTO KIDSCARE INDIA PVT LTD



Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. Rahul Hada (CEO & Co-Founder)

Date: \_\_\_\_06/10/2023\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[MR. GHANENDRA PAL SINGH]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_