

Agreement

Memorandum of Understanding

This agreement (hereinafter referred to as the "Agreement") is made on the 1st day of March, Two thousand and Twenty Three (2023) and entered into:

By and between:

Jagannath International Management School having its registered building at Pocket 105, Kalkaji, New Delhi, Delhi 110019; hereinafter referred to as "Institute", which expression shall include its successors and assignees, the party of the first part.

And

AV Financial Experts Network Private Limited (FinX), a company incorporated under the Companies Act 2013 and having its Office at Unit 320, Champaklal Udyog Bhavan, Near Telephone Exchange, Sion (E) MUMBAI - 400022 hereinafter referred to as "FinX" which expression shall include its successors and assignees on the Other Part,

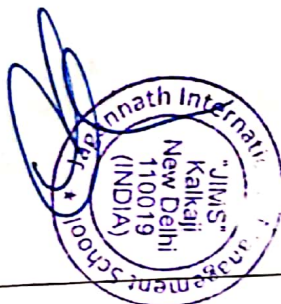
The expression party of the first part and the party of the second part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns.

Jagannath International Management School and AV Financial Experts Network Private Limited (FinX) shall hereinafter be jointly referred to as the "parties"

Whereas

The parties of the first and second part have appreciated each other's objectives in promoting excellence, inter alia, in education in common area of interest and are desirous of entering into an agreement for mutual benefit. They wish to come together for delivery and dissemination of education to add values in the academic initiatives in the field of Banking and Financial Services

Institute and FinX, in joint collaboration, propose to launch certain skill enhancement courses for the undergraduate and post graduate students to make them job ready. The students will be issued a joint certification from **the Institute FinX**.



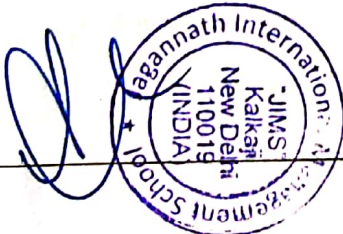
Now this agreement witnesses as follows

1. Definitions

For the purpose of this agreement between **Jagannath International Management School** and **AV Financial Experts Network Private Limited (FinX)**, the following terms shall have the meaning as stated herein under:-

- a) **Campus:** Campus for the purpose of this course would include the campus.
- b) **Course:** course in the present context is defined in schedule 1. Both the parties may add any new course in the future under mutual discussion as an addendum to this agreement.
- c) **Total Course Fee:** total course fee shall mean the prescribed fees paid by each student in order to register for the course which shall include course fee, registration & processing fee and examination fee.
- d) **Confidential information:** confidential information shall mean and include the following information:
 - i. Either party's proprietary technology and/or software in all versions and forms of expression irrespective of its registration
 - ii. Any manuals, notes, documentation, technical information, drawings, diagrams, specifications or formulas
 - iii. All information regarding on board or proposed courses, course outline & content, students details, business data, financial data or marketing data which are not intended for distribution.
 - iv. Any other information that is clearly marked as confidential information
- e) **"Currency":** INR
- f) **"Notice":** notice complying with the terms of clause 7
- g) **"Term":** from the commencement date until the expiry date or termination whichever is earlier.

And whereas the parties have mutually agreed to the following terms and conditions for launching the course at the Institute campus.



2. Course Details

The Institute and FinX have mutually agreed to the following terms as regards the course details to be jointly offered by them.

2.1 Study Material

It is agreed between the Institute and FinX that the study material and software links on a regular basis shall be forwarded through electronic mail to the students as individual & group and assigned college's course coordinators, by FinX.

2.2. Mode of examination

The mode of examination shall be online conducted by FinX.

The intake norms will be jointly decided by both the parties.

2.3. Course fee and payment terms

The course fee for each course and the terms of payment is mentioned in schedule 1. For any additional courses, the fee will be mutually decided and included as an addendum to this agreement.

3. Rights and obligations of Jagannath International Management School

It is agreed between the Institute and FinX that for the purpose of this agreement, rights and obligations of the Institute shall comprise of the following:

3.1 Infrastructure

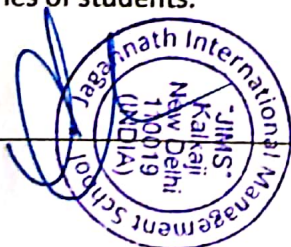
The Institute shall provide all the infrastructural facility, including but not limited to audio visual facility, for conducting the course in the Institute campus.

3.2 Course publicity

The Institute will publicize the course among the students by sending mails and assist FinX in organizing introductory seminar. However, the Institute shall consult FinX before undertaking any kind of marketing or creating publicity of the course in particular where it involves FinX's name or logo or both.

3.3. Coordination

The Institute shall admit students for the course, collect the course fee and conduct the course at the Institute premises. The Institute shall coordinate with students and shall endeavor to resolve queries of students.



3.4 Course Coordinator and support staff

The Institute shall appoint the course coordinator and support staff for the purpose of conducting the course.

4. Rights and obligation of AV Financial Experts Network Private Limited (FinX)

FinX shall have the following rights and obligations for the purpose of this agreement.

4.1 Course Outline

FinX shall prepare detailed course material. The detailed course outline shall be prepared taking into consideration the recent legislations relating to the course. FinX shall provide each student with the detailed course outline at the commencement of the course on its LMS

4.2 Faculty

The faculty for the course shall be arranged by FinX. The faculty appointed shall be entitled to get remuneration from FinX . FinX shall share the profile of the faculty members with the Institute and the faculty will be one point of contact as course coordinator, on behalf of FinX.

4.3 Course schedule

The course schedule i.e. the lecture schedule and course material (soft) shall be prepared FinX in consultation with the Institute and the same shall be shared with students and assigned course coordinators at the commencement of the course.

4.4 COURSE MATERIAL

FinX shall give access to the study material to the students on its LMS. The study material should be updated in the light of prevalent legislations relevant to the course.

4.5 PROMOTIONAL ACTIVITY

The Institute shall be primarily responsible for the promotion of the course and FinX will assist it in promotion. However, in promoting the course, FinX shall not use any logo or name of Jagannath International Management School without written consent.

4.6 INTERNSHIP AND PLACEMENT ACTIVITY

FinX will assist the students, who have successfully cleared the Course, with internship and placement (post completion) with prospective companies

5. Indemnity



Either party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party.

6. Intellectual property rights

Either party shall not use name or logo of other party without their written consent. The Institute shall not have any copyright on the study material of the course prepared by FinX. It is agreed between the Institute and FinX that neither party during the course of this agreement shall desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary. The Institute may use the logo and name of FinX for the purposes of this course only on agreeing grounds for every such use.

The parties acknowledge and accept that they shall not require any rights, title or interest in either party's trademarks, patents, copyrights, ideas, methods and designs.

7. Confidentiality It is agreed between the Institute and FinX to maintain confidentiality of this agreement and all confidential information (written or oral) shared with each other or which comes to their knowledge under or as a result of this agreement and shall not divulge such information to any third party under any circumstances without prior written consent to the other party.

8. Representation and warranty

Either party to this agreement represents and warrants that it is duly established under the prevalent law in force at the time of establishment and the signatories to the agreement have the right and authority to sign the agreement representing their respective institutions.

9. Term

This agreement shall remain in force for an initial period of 3 years and will be renewed automatically unless terminated by either party.

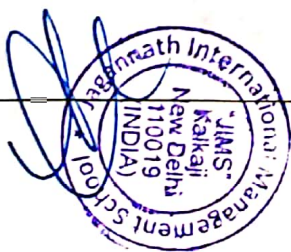
10. Termination

Breach of this agreement by either of the parties shall terminate this agreement. In addition to this it is mutually agreed between the Institute and FinX that either party can give a prior notice of 30 days to terminate the contract. It is further agreed between the parties that irrespective of the termination of the contract, if the course is in progress it shall be obligatory on the part of the Institute and FinX to ensure the completion of the course and payment to FinX, according to the above mentioned terms and conditions.

11. Governing law

This agreement shall be governed by and construed and interpreted in accordance with the laws of India. Subject to the provisions of clause 13 herein, the parties shall be subject to the exclusive jurisdiction of the courts in Delhi only.

12. No partnership or agency



It is hereby understood and agreed that this agreement is on a principal to principal basis and neither party shall describe itself as an agent, joint-venture partner, employee, or representative of the other party, or pledge the credit of the other party in any way or make any representations or give any warranties to any third party which may required the other party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contract on behalf of the other party.

13. Dispute resolution

If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement, the Institute and FinX shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties. All disputes, differences or questions arising out of this agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the arbitration and conciliation act, 1996. The parties shall mutually appoint an arbitrator. The plea of arbitration shall be Delhi. The language for arbitration shall be English. The provisions of this clause shall survive the termination of this agreement.

14. Alteration

Any alteration, modification or addition to this agreement or waiver of any of the terms hereof shall be valid only if it is made by mutual consent of both the parties in writing.

15. Counterparts

This agreement may be executed by both parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same agreement.

16. Joint Working Committee:


The parties may establish a "joint working committee" (hereinafter referred to as "JWC") to manage and execute the cooperative activities mentioned in this agreement. The members of the JWC shall constitute a representative from the Institute (or his nominee) who will be the chairman and a representative from FinX (or his nominee) who will be the co - chairman. Each party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this agreement. When necessary and as mutually agreed, the parties may hold working meetings. The meetings may be conducted at a venue mutually decided by both or even through modern means of communication such as video conferencing, tele-conferencing and such other means of communications that may be available and mutually decided upon.

One party shall notify the other party of any modification in writing in case of change in the assigned personnel.



In witness whereof both the parties through their duly authorised representatives signed this agreement on this the 1st day of March, 2023.

Signed and delivered by, for and on behalf of "Jagannath International Management School".


Authorized signatory
Name: Dr Anuj Verma
Title : Director



Signed and delivered by, for and on behalf of "AV Financial Experts Network Private Limited (FinX)"

For AV Financial Experts Network Private Limited


Authorized Signatory
Authorized signatory

Name: Nisha Shah

Title :Director

In presence of witness:

Name: DR. PRASHANT KUMAR

Title: HOD

In presence of witness:

Name: Vinay Gaur

Title: Sr. Manager - Business Development

Schedule 1

Jagannath International Management School and AV Financial Experts Network Private Limited (FinX) have decided to conduct one course for the undergraduate students for the academic year 2022 -23.

Course Name: NISM VA - Mutual Fund Distribution Certification for Third year students

1. Course Duration: The total duration for each course will be 30 hours.
2. Course Elements: The training will be delivered in Online mode. The access to the content will be given on FinX' LMS. Four Practice tests will be given to the students and the operational support for scheduling the exam with NISM
3. Course Fees : The training is completely free. The students will have to pay only the NISM exam fees of Rs.1500.

