

INSTITUTIONAL AGREEMENT

This Agreement is made on 4th day of August 2022, by and between:

K.P. Singh Educational Services Pvt. Ltd., a company incorporated under the Companies Act 1956, having its registered office at 801, 8th floor, Diamond Plaza, Chabildas Road, Dadar (West), Mumbai- 400028, through its Managing Director and Authorised Signatory, Mr. K P Singh, henceforth referred to as "KPSESPL" (which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such agreement) of the FIRST PART

AND

Geethanjali Institute of Science and Technology, Kovur, Nellore District, Andhra Pradesh, represented by its Authorised Signatory, Mr N Sudhakar Reddy, Secretary and Correspondent, henceforth referred to as the "College" which expression shall wherever the context so requires or admits, mean and include its successors in interest and permitted assignees of the OTHER PART.

WHEREAS, KPSESPL is a company running an institute for coaching students in various qualifying tests (viz., GRE, GMAT, SAT, TOEFL, IELTS, PTE etc.) required for study in universities abroad viz., USA, UK, Canada, Germany, Australia, New Zealand, Ireland, Finland etc for undergraduate and graduate programmes. KPSESPL is also running an educational consultancy for recruiting students for higher studies in foreign countries, including guidance for appropriate course and university selection, admissions, visa processing, etc. KPSESPL also has partnerships with various universities abroad for the purpose of recruitment of students for said universities. KPSESPL owns or has access to various copyrighted material, proprietary information and a substantial body of technical know-how relating to the university admission processes including the selection of faculty members and other staff, scheduling and administration of education and procedures of examining the standards possessed / attained by students for admission and after. KPSESPL has over 25 years of experience in the field and also provides unique/ exclusive offerings to students and partners under the brand name IMFS and currently has offices in Dadar, Thane, Vile Parle, Hyderabad, Pune, Manipal, Warangal etc.

AND WHEREAS, the College, located at Kovurtaluq, Nellore District, Andhra Pradesh, desires to impart special training to its students to enhance their skill sets and increase the effectiveness of the students aspiring to study abroad. Further, the College desires to enable them to secure acceptance into reputed Universities/Colleges abroad by equipping them with the necessary skill sets to achieve the desired test scores in the GMAT/ GRE/ IELTS/ TOEFL/ PTE/Duo Lingo and any other eligibility tests. Furthermore, the College also intends to facilitate the training, counseling and guidance of its students to meet the pre-requisites and criteria for attaining admission into the university of their preference. AND WHEREAS, KPSESPL has trained and counselled over 50000 students since its inception in 1997 and facilitated their admissions to universities in USA, UK, Canada, Ireland, Australia, Germany, New Zealand, Finland etc. AND WHEREAS, the College has approached KPSESPL and has expressed its desire to engage the latter as a consultant on behalf of and at the behest of its Students who will appear for various Test Preparatory Coaching Classes for

for admission into universities abroad and also require counselling and assistance for the process of applications to such universities (henceforth referred to as the "Program").

AND WHEREAS, KPSESPL has explained the Program structure to the College, which has agreed to start the Program at the College premises located at Geethanjali Institute of Science and Technology, Kovurtaluq, Nellore District, Andhra Pradesh.

Now, thereof, in witness of the understanding herein above and mutual covenants henceforth the parties agree as follows:

1. TERM:

This Agreement shall be effective upon full and free execution of contents in this document by both Parties and shall continue for a period of 2 years from the date of its execution. The Agreement may be mutually extended by separate written agreements signed by both parties. Any written agreements altering the terms and/or conditions of this agreement must be reviewed and approved in writing in advance by both Parties.

2. PROGRAM:

PROGRAM DESCRIPTION - KPSESPL shall depute teachers who are specialized in providing GRE/ IELTS/ TOEFL/ PTE..Test- Prep Coaching Classes.

3. CONSIDERATION:

3.1. PROGRAM FEE – KPSESPL agrees to provide the following course packages at special prices to the students of the College. The special price package for the students of the College is as under:

Course Name	Duration in Hrs.	Tuition Fee	Material cost	GST	Program Fee in INR (Incl. GST)
Test Prep					
Counselling					
Test Prep & Counselling					

3.2. KPSESPL agrees to pay the College infra utility charge for utilising the college premises for conducting its classes, a sum that may be agreed to by both the parties.

3.3. The students will be required to pay the training fee directly in the name of IMFS Hyderabad through cheque//bank transfer or other electronic medium of payment. Bank Details will be provided separately.

3.3. The above fee quote is strictly for providing courseware content and hybrid model of coaching (a mix of online and offline) to the Students for their GRE/GMAT/TOEFL/IELTS/PTE/DuoLIngo examination and/or further counselling. It does not include any fee payable for any of the GRE, GMAT, TOEFL, IELTS, PTE/DuoLIngo examinations to be attended by the Students. The responsibility for registering the Students for the final examinations with the relevant testing authorities and the respective fee rests with the Students and KPSESPL shall not be accountable for the same in any manner.

4. OBLIGATIONS OF KPSESPL

4.1. EXPERIENCE AND EXPERTISE - KPSESPL shall depute Full Time Teachers and Counsellors who are trained experts in conducting GMAT/ GRE/ IELTS/ TOEFL/ PTE Test-Prep Coaching and counselling services to carry out the Program online and/or at the College Premises. The training/coaching/counseling shall be either offline or online or a hybrid model depending on the circumstances.

4.2. TRAINING SCHEDULE - Once the total number of Students is finalized, KPSESPL shall formulate and design a Program Schedule and hand over the same to the College within 7 days.

4.3. DELIVERY OF COURSE WARE - Once the Batch Strength is finalized; KPSESPL shall deliver all the course ware within a period of 7 days from the receipt of the Program Fee. KPSESPL shall provide access to Online Student portal with access to online lessons to the enrolled Students, within 7 days of the commencement of the batch.

4.4. CHANGE IN SCHEDULE – KPSESPL shall adhere to the Training Schedule at all times. However, in the event any of the classes/sessions need to be re-scheduled due to technical or any other reasons, KPSESPL shall inform the College at least 1 day in advance regarding the said re-scheduling. KPSESPL shall ensure that no class/session is cancelled once the Students have reported at the venue.

4.5. ADHERENCE TO RULES – KPSESPL shall ensure that the Teachers deputed shall at all times abide by the Rules of the College applicable to the Teachers/Staff of the School, till such time they are required to be within the School premises.

4.6. LIMITATION – The College on behalf of and at the behest of each applicant student, unequivocally acknowledges and accepts that the Obligations of KPSESPL towards each applicant Student is limited to the extent provided herein above. Without prejudice to the right of KPSESPL under clause 12.2., the College on behalf of and at the behest of each applicant student, unequivocally acknowledges that there is no surety or assurance from KPSESPL that the applicant Student(s) shall secure the requisite scores in the GMAT/ GRE/ IELTS/ TOEFL/ PTE and/or secure acceptance/admission in any University. It is emphatically stated that KPSESPL will only facilitate the applicant Students to develop the necessary skill sets required to make the best attempt at achieving the required test scores in GMAT/ GRE/ IELTS/ TOEFL/ PTE and/or making their applications to University as competitive as possible. KPSESPL shall not be held liable, by either the College or any of the applicant Students, for any claim whatsoever, which does not arise out of the obligations expressly stated herein above.

5. OBLIGATIONS OF THE College

5.1. INFRASTRUCTURE – The College shall provide the following infrastructure to enable KPSESPL to conduct the classes/sessions:

a. Classroom with furniture, blackboard/whiteboard, projector, chalk/markers, etc.;

5.2. ACADEMIC CALENDAR - College shall provide the complete academic calendar for the term of this Agreement in advance, in order to facilitate KPSESPL to draw up an effective Training Schedule which may not clash with other academic events such as examinations, internal assessments, co-curricular or extra-curricular activities. Once KPSESPL has handed over its Training Schedule to the College, the College shall either approve or suggest any modification to the said Schedule at least 7 days prior to the commencement of the classes/sessions under the said Training Schedule. Such changes may be effected after a joint discussion between the parties. It is clarified that the College does not have the sole authority to incorporate any alterations and modifications in the training schedule.

5.3. TAX LIABILITY – The Program Fee is inclusive of GST at the current prevailing rate but exclusive of any other Taxes or any other proposed taxes. It is clarified that any and all tax implications/liabilities arising out of the Program or collection of the Program Fee, including but not limited to any duties, licensee fees, permit fees, cess, or such other statutory dues shall be borne entirely by the students. However, the aforementioned Tax Liability does not apply to the income tax of KPSESPL arising from the Program Fee, assessed and payable in India.

5.4. SECURITY – The College shall ensure the Security of the Teachers of KPSESPL on its premises.

5.5. ATTENDANCE – For comprehensive and effective training of the Students, the College shall ensure that the Students endeavour to secure 100% attendance and participation in the Program, but at least a minimum of 90%.

5.6. ACCESS - The College shall allow and authorize the Teachers deputed by KPSESPL to have free access to the premises where Program is to be conducted during such times the program is being conducted.

5.7. SPOC - The College will appoint a single point of contact (SPOC)/Coordinator to coordinate with KPSESPL for all their operational and administrative requirements. He/ she will also act as SPOC for KPSESPL trainers for communication and any other local requirements.

5.8. COMPETITION – The College undertakes that on its own or through any other organization, it will not conduct any other course preparing Students for GMAT/ GRE/ IELTS/ TOEFL/ PTE Tests during the Term and subsistence of this Agreement at the School Premises.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. PROPRIETARY PROGRAM - The Program offered as per this agreement is a Proprietary Program. The College acknowledges this and undertakes to preserve the Intellectual Property Rights belonging to

KPSESPL vested in the Program, processes and materials. The School shall neither make nor facilitate the making of unauthorized copies of any of the materials provided under the KPSESPL Program and will make best efforts to ensure that the Intellectual Property Rights of KPSESPL or its affiliating organization are not violated in any manner.

6.2. OWNERSHIP - All trademarks, copyrights, logos, brand names, goodwill, and proprietary rights belong to the respective owners as specified in the materials.

6.3. USE OF PROPRIETARY MARKS FOR MARKETING: KPSESPL authorizes the College to use all trademarks, logos, brand names of KPSESPL for marketing and promotion of KPSESPL programs in the College provided that all such marketing materials are approved by KPSESPL prior to publication.

7. WARRANTIES AND REPRESENTATION:

7.1. KPSESPL represents that it has all the necessary proprietary rights to use and issue the materials forming a part of the Course Ware. It is clarified that the College shall not be responsible to defend any claim of infringement or violation of any intellectual property rights in the works and materials used by KPSESPL.

7.2. KPSESPL warrants that all the Teachers deputed by it possess the necessary education qualification and such other formal recognition to shall be imparting training in the Program and credentials.

8. CONFIDENTIALITY:

8.1. The College undertakes to keep the provisions of this Agreement, the negotiations leading to this Agreement, the Program Fee as well as the details of the Teachers deputed by KPSESPL strictly confidential.

8.2. KPSESPL undertakes to keep all information collected or collated from the Students confidential.

9. ANTI-POACHING:

During the term of this Agreement and for a period of 2 years after any termination/expiry of this Agreement, the College shall not, without the prior written consent of KPSESPL, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by KPSESPL, including the Teachers deputed by KPSESPL in pursuance of the Program. This Clause shall survive the Termination and/or Expiry of this Agreement.

10. TERMINATION:

Either party to this Agreement may terminate the same by giving the other Party 30 days' written notice sent by the authorised representative of either Party. However, all the obligations towards the Students shall be discharged respectively by both Parties before termination of this agreement.

11. INDEMNIFICATION:

11.1. In the event either Party to this Agreement terminates this Agreement after the commencement of the Program, the Party terminating the Agreement shall defend, indemnify and hold the other Party, its officers, officials, employees, teachers, affiliating board, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the terminating Party, in performance of this Agreement.

11.2. The College, on behalf of and at the behest of its applicant Students, shall defend, indemnify and hold KPSESPL, its officers, officials, employees and Teachers deputed by it, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the College in performance of this Agreement, except for any claim or legal action arising from the any infringement or violation of any intellectual property rights in the works and materials used by KPSESPL.

11.3. Any damage to furniture or other such property of the College, if caused by the Students of this Program shall be regulated in terms of the College policy as applicable to their Students and KPSESPL shall neither be responsible nor will indemnify the College on any such grounds.

12. GENERAL COVENANTS:

12.1. INDEPENDENT CONSULTANT – KPSESPL and the Teachers deputed by it are Independent Consultants of the School. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. KPSESPL has no authority to act as agent for, or on behalf of the School, or to represent the School, or bind the School in any manner. KPSESPL and the Teachers deputed by it will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the School.

12.2. PUBLICITY-Publicity should be in collaborate only college and IMFS both brands should be there. Once the Students have taken the final GMAT/ GRE/ IELTS/ TOEFL/ PTE examination – their score needs to be shared with KPSESPL by the College authorities. However KPSESPL maintains the right to reach out to these Students directly at anytime to collect their scores individually. KPSESPL also reserves the right to claim the success of these Students in the GMAT/ GRE/ IELTS/ TOEFL/ PTE examination and collect testimonials/photographs/video shoots of the respective Students and their parents, at its own cost.

KPSESPL shall be entitled to publish, project or propagate the Program and its association with the School and conversely the School may also claim their success accordingly subject to the fact that they will conspicuously mention such successful Students as the Students enrolled in the Program conducted by KPSESPL.

12.3. NOTICES - Subject to the requirement of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered; (ii) sent by Registered Post with Acknowledgement, with postage prepaid; or (iii) original signed document scanned and emailed (with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses as set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when delivered, or, if physically mailed, on the earlier of receipt or two (2) days after deposit thereof.

12.4. APPLICABLE LAW AND JURISDICITON - This Agreement shall be interpreted in accordance with the laws of India. Notwithstanding anything contained anywhere in this Agreement, KPSESPL has the right to approach the Courts of competent Jurisdiction seeking injunctive relief against any infringement or violation of intellectual property rights and other proprietary works, or otherwise by the Students, the College, or any other person.

12.5. DISPUTE RESOLUTION – Any dispute or difference arising out of or in connection with or relating to the present Agreement shall be referred to and settled by an independent Sole Arbitrator to be appointed with mutual consent. The arbitration shall be held under the Arbitration and Conciliation Act, 1996 and any statutory modifications thereto. The Arbitration shall be conducted in Hyderabad. The language of the arbitral proceedings shall be English.

12.6. ENTIRETY OF AGREEMENT - This Agreement contains the comprehensive content between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings, and representations pertaining to the subject matter hereof.

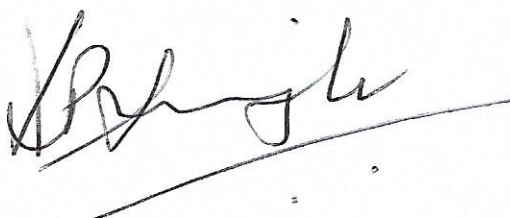
12.7. AMENDMENTS - No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of both Parties to this Agreement.

12.8. SEVERABILITY- Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

12.9. FORCE MAJEURE - Any delay or failure in the performance by either Party hereunder shall be excused and exonerated if and to the extent that such non-performance is caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable, including acts of God, fires, floods, explosions, riots, civil strife, wars, hurricane, sabotage, terrorism, restraint of government, governmental acts, injunctions, labor strikes, other than those of the Parties to this Agreement, that either Party to this agreement from performing its obligations under this Agreement, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

13. ADDITIONAL SERVICES:

KPSESPL also has links and tie ups with universities abroad whereby these universities can offer their select accredited courses in the colleges associated with KPSESPL in India and KPSESPL can facilitate the introduction of such colleges to the universities abroad. However, the universities abroad shall have full discretion as to which Indian colleges they are willing to offer their courses in based on such colleges passing any requirements they may have for the same. In the event the College is desirous of availing of such services of KPSESPL, the same can be executed through a separate agreement.



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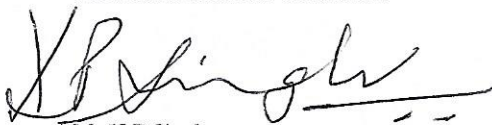
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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be signed by their duly authorized officers as of the indicated below and to be effective as of the day and year first above written.

AGREED, ACCEPTED AND EXECUTED AT Geethanjali Institute of Science and Technology, Kovur, Nellore District :

For and on behalf of KPSESPL



Mr K P Singh

Managing Director

For and on behalf of the College



N Sudhakar Reddy

Secretary & Correspondent