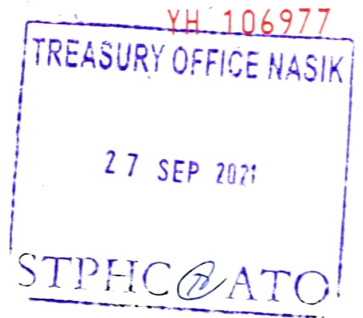


महाराष्ट्र MAHARASHTRA

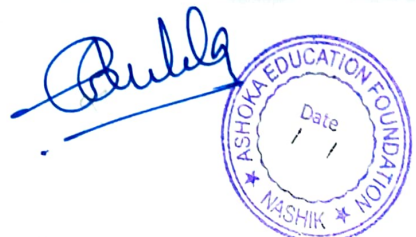
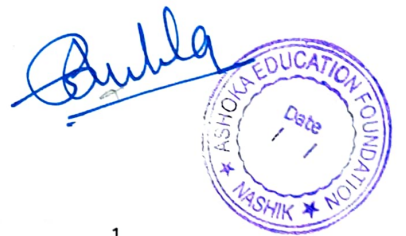
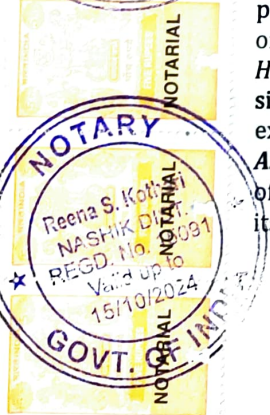
2020

NOTARY
NOTED & REGISTERED
at Serial No. 963/202
DATE 14/10/2021
This Document Contains
Total 4+2 Pages.



### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding signed and entered on this 14<sup>th</sup> Day of October 2021 at Nashik between **Gnosis Plus Eduventures LLP**, a company formed under *Limited Liability Partnership Act 2008* & registered with the Registrar of The companies, Ministry of Corporate Affairs, and engaged in providing training & development services to academia, having its registered office at Plot No. 18, Gnosis Mezzanine, above ATNIT Computers, Ring Road, Hareshwar Nagar -Jalgaon (Maharashtra) - 425001, through its authorized signatory **Mr. Girish Pal** (*hereinafter referred to as Gnosis Plus*), which expression shall mean and include their successors and administrators & , **Ashoka Education Foundation's Ashoka Business School**, an institute offering professional degree courses in management to students and having its registered office and campus at **National Highway No. 3, Near Suman**



**Petrol Pump, Yogakshem LIC Colony, Rane Nagar, Nashik, Maharashtra - 422 009**, through its authorized signatory, **Mr. Shrikant Prabhakar Shukla, Secretary Ashoka Education Foundation** (hereinafter referred to as **ABS Nashik**), which expression shall mean and include their successors and administrators. Both the said parties have agreed to put in writing the following facts and conditions governing this memorandum of understanding, as under:



1. **ABS NASHIK** agrees to appoint **Gnosis Plus** as the Authorized Talent Transformation Partner (ATTP) to impart rigorous training on various aspects of soft skills & aptitude to all the students of first and second year MBA in AY 2021-22.
2. **ABS NASHIK** agrees to pay to **Gnosis Plus** the consolidated training charges as mentioned herein under for conducting this training program:

**Rs. 7,50,000** for a **minimum guaranteed student volume of 220 students**. In case students number increases, will be paid separately on pro-rata basis.

All the rates mentioned above are inclusive of all the statutory applicable taxes, whatsoever

3. **ABS NASHIK** shall pay the training charges to **Gnosis Plus** for the minimum guaranteed student volume as mentioned in clause (2) herein above even if the student attends the training even for just one day. Even if the total students' volume who attend the training goes below 200, **ABS Nashik** shall still pay **Gnosis Plus** the cost of training for the minimum guaranteed student volume of 200 as mentioned in clause (2) hereinabove. **Gnosis Plus** representative and **ABS NASHIK** representative shall maintain daily session wise attendance records of the students who attends the training.
4. **Gnosis Plus** agrees and abides itself by the condition to bring at least three major company per specialization of MBA for conducting campus recruitment. Such campuses may be conducted in any mode like outsourced campus, on-campus, off-campus or even virtual campus as per the company's prevailing policies and as per the prevailing COVID 19 situation. **ABS NASHIK** has no problem with the mode of the campus as it is not the prerogative of **Gnosis Plus**.
5. **ABS NASHIK** understands the fact that the nature of job profile offered by any company is not subject matter of **Gnosis Plus's** scope of control and hence it would accept all the companies that **Gnosis Plus** brings irrespective of the job profile it offers.
6. **Gnosis Plus** has made it explicitly clear to **ABS NASHIK** that it will try its best to bring at least three companies for each specialization of MBA. But recruitment in every industry segment is a subject matter of factors like fiscal performance of the company, internal business demands and prevailing market scenario. Since these factors are beyond the scope of control of **Gnosis Plus**, we might not be able to bring companies for a specific branch in some rare cases. In such cases, the responsibility of **Gnosis Plus** shall be limited to compensate the same by bringing an additional company for some other specialization of MBA.
7. **Gnosis Plus** will inform and explain any such scenario as mentioned in clause (6) herein above to **ABS NASHIK** at least one month prior to scheduling a campus drive. **ABS NASHIK** will extend its cooperation in such situation to **Gnosis Plus**, understanding the market factors.





8. **Gnosis Plus** shall also plan and arrange followings for all the students who have undergone the training:

(a) 03 industrial visits

(b) 03 Internship opportunities which may be both, paid or unpaid, as per companies prevailing policies.

(c) 03 strategic MOUs for each specialization of MBA with the major companies of their respective fields.

(d) 01 Industry Institute Interface meet with min 8 corporate guests. The III meet could be online or offline depending on the prevailing COVID 19 situation and the willingness of the participating corporate guests.

9. **Gnosis Plus** shall also plan and arrange 03 industry meets for the HODs/faculties of ABS Nashik to foster their campus recruitment agenda and other agendas for inclusive growth.

10. With reference to clause (8) herein above the scope of **Gnosis Plus** shall be limited to plan, arrange and execute the activities as mentioned in clause (8). **Gnosis Plus**, in no way, shall bear the expenses incurred in executing such activities. All such expenses like the hospitality, local conveyance and travel arrangements shall have to be borne by **ABS Nashik**.

11. **ABS NASHIK** agrees to pay **Gnosis Plus** the agreed training charges as mentioned in clause (2) hereinabove, in the following manner:

(a) 25 % of the total training charges to be released while signing the MOU and blocking the dates for the training program.

(b) 50% of the total training charges to be released on the last day of the training program (as mentioned in the attached training proposal).

(c) Balance 25% of the total training charges to be released upon completion of the mutually agreed placement and allied targets.

12. **ABS Nashik** shall make all the payments as mentioned herein above strictly in accordance with the payment schedule as mentioned in clause (11). **ABS NASHIK** shall make all the payments to **Gnosis Plus** either by at par payable account payee cross cheque drawn in favour of Gnosis Plus Eduventures LLP Jalgaon or digitally through RTGS/NEFT Mode in the designated bank account of **Gnosis Plus**.

13. **ABS NASHIK** will deduct tax at source as per extant rules of the income tax department from the training charges payable to **Gnosis Plus** & pay the balance by at par payable cheque drawn in favour of **Gnosis Plus Eduventures LLP** or by NEFT/RTGS mode to the designated bank account as provided by **Gnosis Plus**.

14. **Gnosis Plus** agrees to provide all the trainees with the hard copy of the course material, individual analysis & consolidated reports of students' performance (wherever applicable) & videos of the students' performance during the training program etc. to the T & P Department of **ABS NASHIK**. **Gnosis Plus** is not bound to provide any type of material like Power Point presentations, training videos used in training sessions etc. unless otherwise specifically mentioned.

15. **Gnosis Plus** shall bear the cost of the accommodation, local conveyance and food (**breakfast & dinner only**) for its complete training team. Whereas **ABS Nashik** shall make the working lunch arrangement of the training team of **Gnosis Plus**.

16. If any of the trainer(s) or representative(s) of **Gnosis Plus** is/are required to visit & stay at the campus **ABS NASHIK** or in **Nashik city** for the activities other than regular training program like campus drive, III meet, Techfest etc. or accompany **ABS NASHIK** delegates (students & faculties) to some other city for assisting them



for industry meets, industrial visits and internships etc. then **ABS NASHIK** shall bear the to & fro expenses by AC2/AC3/Chartered Taxi as the case may be, stay, food (bfast/lunch/dinner) & local conveyance of such member(s) of **Gnosis Plus**.

- 17. **ABS NASHIK** agrees to provide all the infrastructural facilities like hall or auditorium or classrooms, proportionate numbers of LCD projectors, wireless microphones, public address system, audio systems or computer desktop speakers in training hall, white board & markers etc. to facilitate the smooth conduction of all the training programs. In case of unavailability of any of the item as mentioned herein above **Gnosis Plus** shall not be responsible for any disturbance that might occur while delivery of the training program.
- 18. **This MOU** between **ABS NASHIK** and **Gnosis Plus** is valid for a period of one (01) year starting from **12<sup>th</sup> October 2021** and ending on **30<sup>th</sup> September 2022**. This MOU can be brought to an end by either of the parties prior to its stipulated period mentioned herein by serving not less than one-month prior notice.
- 19. In case of termination initiated by **ABS, Nashik**; the advance paid shall be forfeited by **Gnosis Plus**. If **Gnosis Plus** wants to terminate, shall compensate it by paying mutually decided amount to **ABS, Nashik**.
- 20. **Arbitration Clause**: on the aspects where the points of this MOU are silent or for cases relating to deviation from points mentioned in this MOU, efforts would be made to resolve the issues through mutual dialogues and consultations between **ABS NASHIK & Gnosis Plus**. However, disputes arising out of any such issue remaining unresolved in bilateral talks would be subject to Nashik jurisdiction.

As a token of agreement and acceptance of the terms and conditions governing this MOU both the parties have put their seal and signature below:

Place: **Nashik** Date: **14<sup>th</sup> Oct 2021**

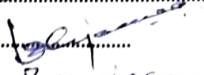
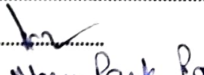
For **Gnosis Plus Eduventures LLP**  
Through its authorised representative  
**Mr. Girish Pal, Managing Partner**


For **Ashoka Education Foundation's Ashoka Business School**  
Through its authorised representative  
**Mr. Shrikant Prabhakar Shukla, Secretary, AEF**

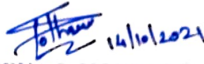
  


In the Presence of Witnesses:

- |  |  |
|--|--|
| 1. Name: <u>Dr. D.M. Guprasathi</u>  | 2. Name: <u>Dr. N.R. Tekrandhe</u>   |
| Sign: <u></u> | Sign: <u></u> |
| Address: <u>Renaissance Apartment</u><br><u>Govindnagar, Nashik</u>                              | Address: <u>Wary Park, Panchvati, Nashik</u>   |



This Document is Noted In Register at Sr. No. 963 / 20 21

  
**REENA S. KOTHARI**  
Advocate & Notary Govt. of India  
Office : 2, Swapnakar, Dr. Bhabha Nagar, Mumbai Naka, Nashik -11







**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Registrar Maharashtra, Mumbai  
Everest , 100 , Marine Drive , Mumbai - 400002, Maharashtra, INDIA

**FORM 16**

**[Refer Section 12(1)(b) of the LLP Act, 2008]**

**CERTIFICATE OF INCORPORATION**

LLP Identification Number: AAC-3660

I hereby certify that GNOSIS PLUS EDUVENTURES LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given at Maharashtra this Twelfth day of June Two Thousand Fourteen.

  
Registrar, Maharashtra, Mumbai

Registrar, Maharashtra, Mumbai

Note: The corresponding form has been approved by Arya Jayant Pyarelal, Assistant Registrar and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009. The digitally signed certificate can be verified at the Ministry website ([www.mca.gov.in](http://www.mca.gov.in)).

Mailing Address as per record available in Registrar office:  
GNOSIS PLUS EDUVENTURES LLP  
PLOT -18, MEZZANINE FLOOR, ABOVE ATNIT COMPUTERS, OPP BANK OF BARODA, HARESHWAR NAGAR, RING ROAD, JALGAON - 425001, Maharashtra, INDIA



आयकर विभाग  
INCOME TAX DEPARTMENT  
GNOSIS PLUS EDUVENTURES LLP

भारत सरकार  
GOVT. OF INDIA

12/06/2014  
Permanent Account Number  
AANFG7188A

05042016



आयकर विभाग  
INCOME TAX DEPARTMENT  
GIRISH HARISHCHANDRA PAL  
HARISHCHANDRA FAQIRCHANDRA PAL

भारत सरकार  
GOVT. OF INDIA

29/08/1977  
Permanent Account Number  
BAXPP2167F

Signature




विशेष शा. वि. ता. वि./२०

3E



सहायक सहायक निदेशक  
मासिक प्रवेश, मासिक

नोंदणीचे प्रमाणपत्र

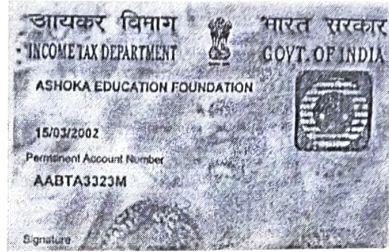
आज मंडळ देते की, खाली वर्णन केलेली सार्वजनिक विस्तारवाच्या ही आज, मंडळ  
सार्वजनिक विस्तारवाच्या अधिनियम, १९५० (सन १९५० चा मंडळ अधिनियम क्रमांक २९) या अन्वये  
नाशिक विभाग नाशिक येथील सार्वजनिक विस्तारवाच्या नोंदणी कार्यालयात योग्य रीतीने  
नोंदव्यात झालेली आहे.

सार्वजनिक विस्तारवाच्याचे नाव अशोका एज्युकेशन फाउंडेशन नाशिक  
अशोका - ऐश्वर्या  
सार्वजनिक विस्तारवाच्याच्या नोंदणी पुस्तकातील क्रमांक ५५७३५९ (नाशिक)  
श्री. अशोक गोपीनाथ कवरीया यांचे प्रमाणपत्र दिले.  
आज दिनांक १९/०२/१९९९ रोजी माझ्या सहीनिशी दिले.

शिक्षका



सही mbhams  
संस्थाचे सहायक निदेशक



PERMANENT ACCOUNT NUMBER  
ADBPS3753L  
श्री. अशोक गोपीनाथ कवरीया  
श्री. अशोक केशव शुकला  
11-10-1967  
श्री. अशोक गोपीनाथ कवरीया  
COMMISSIONER OF INCOME-TAX, NASHIK

14

विशेष शा. वि. ता. वि./५० म.



सहायक सहायक निदेशक  
मासिक प्रवेश, मासिक

नोंदणी प्रमाणपत्र

संस्था नोंदणी अधिनियम, १९६०  
(१९६० चा अधिनियम २९)

नोंदणी क्रमांक  
महाराष्ट्र/७४२८/२००२/नाशिक

याद्वारे असे प्रमाणित करण्यात येते की, अशोका - ऐश्वर्या  
अशोका - एज्युकेशन फाउंडेशन नाशिक

खालील तारखेस संस्था नोंदणी अधिनियम, १९६० (सन १९६० चा अधिनियम-२९) अन्वये योग्यरित्या  
नोंदणी करण्यात आली.

तारीख १९/३/२००२ रोजी माझ्या सहीनिशी दिले.



संस्थाचे सहायक निदेशक,  
विभाग.



Shukla





## Memorandum of Understanding (MOU)

The 'Memorandum of Understanding' is made on 25<sup>th</sup> Oct. 2021 by and between-

**Ashoka Education Foundation's, Ashoka Business School (ABS),** Mumbai- Agra National Highway , Rane Nagar, Nashik, and Maharashtra 422009 and hereinafter referred to as ABS of the first party.

### AND

**Ashoka Education Foundation's, Ashoka Center For Business and Computer Studies (ACBCS)-Nashik ,** Plot No. 585, 169 to 172, Nandanvan Estate, Near Chandsi Village, Anandwalli, Gangapur Road, Nashik, Maharashtra 422003 and hereinafter referred to as ACBCS of the second Party.

ABS and ACBCS, Nashik are hereinafter collectively referred to as the "Parties" and each individually as the "Party".

#### 1. Preamble to the Agreement :

##### WHEREAS

1. Ashoka Business School, a Management Institute Affiliated to the Savitribai Phule Pune University and conducting courses as per the University guidelines.
2. ACBCS, Nashik, Plot No. 585, 169 to 172, Nandanvan Estate, Near Chandsi Village, Anandwalli, Gangapur Road, Nashik, Maharashtra 422003 is an Institute affiliated to the Savitribai Phule Pune University and conducting courses as per the University guidelines.
3. Ashoka Business School, Ranenagar, Nashik – 422009 desires to tie up with ACBCS for mutual benefits
4. In pursuance of the above objectives, both the parties therefore hereby agree to the following understanding with respect to their mutual obligations:-.

#### 2. Objectives of MOU:

##### Obligations of the ACBCS:

1. ACBCS, Nashik shall permit students of ABS to undergo technical training and / or management Projects or technical Workshops at their Organization.
2. ACBCS, Nashik shall depute their Faculties/Resources as expert speaker(s) in seminars / training sessions / guest lectures organized at ABS
3. ACBCS, Nashik will give opportunity to students of ABS to appear in Internship and placements exercises.
4. ACBCS, Nashik shall inform the college representative about selection / rejection of the students.
5. Faculties from ABS can be involved in teaching and training, consultation of workshops /projects conducted by ACBCS, Nashik and also be involved to do research projects in the Industry where ever possible.

##### Obligations of ABS:

1. ABS can provide some expert faculties to take some sessions by ACBCS, Nashik.
2. The college shall provide list of eligible faculties with their details to ACBCS, Nashik as and when required.
3. The college shall provide infra for Online/Offline mode of sessions as per the Industry suitable dates and as per their convenience.



*25/10/2021*

*25/10/21*



4. One representative of college shall be present and coordinate during the Session with ACBCS, Nashik.
5. Representative of college shall inform students about their selection / rejection.

### 3. Both Party Relationship:

Nothing in this Agreement shall be construed to create a partnership, joint venture . Neither Party is or shall act as the other's Facilitator, partner, employee, representative or employer.

### 4. Dispute Resolution

Arbitration - If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to a sole Arbitrator of Ashoka Education Foundation. The place of arbitration shall be Nashik, India. The arbitration proceedings shall be in the English language. This Agreement shall be governed and construed in accordance with the laws of India.

### 5. Jurisdiction

The parties agree that the court in Nasik shall have exclusive jurisdiction to decide any claim, dispute or difference, which may arise out of or in connection with this Agreement.

### 6. Terms and Termination

- a. This shall come in to effect from, 1<sup>st</sup> June 2020 and shall remain in effect for a period of (60) months, unless terminated earlier by the Parties. On mutual agreement after a period of twelve months, MOU can be further extended.
- b. Either Party shall have the right to terminate this MOU by giving thirty (30) days prior written notice to the other Party.
- c. The MOU can be extended further for next 5 years based on mutual relationship.

### 7. Indemnification

ACBCS will indemnify and hold harmless ABS for any loss (es) which is directly attributable to –

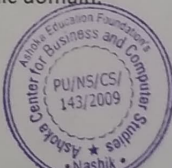
- (a) any inaccuracy or breach of any representation or warranty of ACBCS in this Agreement or
- (b) any material breach committed by ACBCS of any of its covenants hereunder;
- (c) any non-compliance by ACBCS with any Applicable Laws or any non-compliance by ACBCS with any regulatory requirement having a direct or indirect effect on ABS and its students;

ACBCS agree to hold in confidence all information/data designated by the ABS as being confidential which is obtained from either ABS and ACBCS or created during the performance of the MoU and will not disclose the same to any third party without written consent of the ABS. The above confidential clause under this MoU excludes the information/data possessed by ACBCS before entering into this MoU or independently developed and/or information already available through the public domain.



*Signature*  
25/10/2021

*Signature*  
25/10/21





8. Duration:

This MOU between ABS and ACBCS is valid for a period of Five (05) years starting from 25<sup>th</sup> October 2021 and ending on 24<sup>th</sup> October 2026

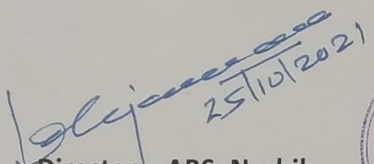
This MOU is being executed in duplicate and each party shall retain one copy with them and the same shall be treated as an authenticated copy for all purposes.

IN WITNESS WHEREOF, the parties have executed / have caused through their duly authorised representative to execute this Memorandum of Understanding on the date written hereinabove.

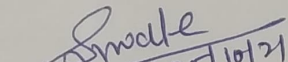
Signed and delivered by the within named.

For -

Ashoka Business School  
(ABS) Nashik

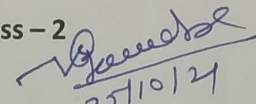
  
25/10/2021  
Director - ABS, Nashik  
DIRECTOR  
ASHOKA BUSINESS SCHOOL



  
25/10/21  
Witness - 1

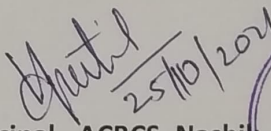
Dr. Mrs. Sanita A. Dhawale  
6 - "Aashirwad" - Prakash Nagar  
Shikharwadi, Nashik Road, Nsk.

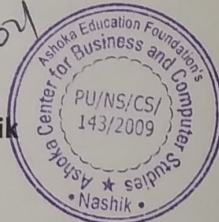
Witness - 2

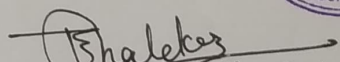
  
25/10/21  
Dr. Vilsas B. Gaundase  
Rame Nagar, Nashik

For -

Ashoka Center For Business and Computer Studies  
(ACBCS)-Nashik

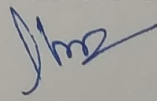
  
25/10/2021  
Principal - ACBCS, Nashik



  
25/10/21  
Witness - 1

Ms. Pratima Bhaletar

Witnesses - 2

  
Lokesh Surana

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

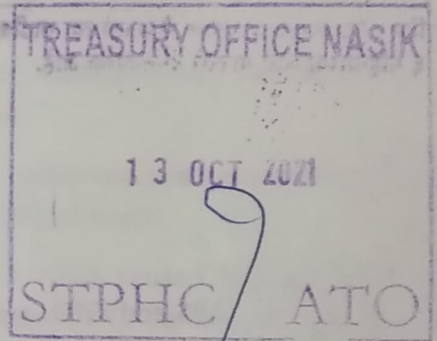
ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2020

YH 411512



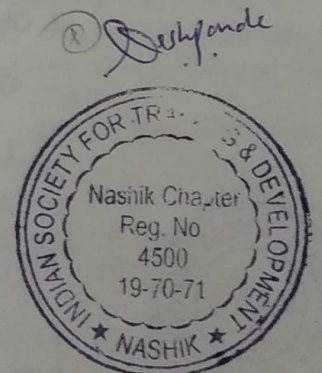
Memorandum of Understanding (MOU)

The 'Memorandum of Understanding' is made on 25<sup>th</sup> Oct 2021 by and between-

Ashoka Education Foundation's, Ashoka Business School (ABS), Address- Mumbai- Agra National Highway 3, Rane Nagar, Nashik, Maharashtra, Pin- 422009 and hereinafter referred to as 'ABS' of the first party.

AND

Indian Society for Training and Development (ISTD)-Nashik Chapter, Address- Omkar Bunglow, Plot No 30/6, Ichhamani, Main Road, Upnagar, Nashik 422006 and hereinafter referred to as 'ISTD' of the second party.





दस्तावेज प्रकार / अनुसूची क्रमांक :-	
दस्तावेज क्रमांक / प्रतिकांक :-	
मंडळी / शाखा / विभाग / विद्यालय :-	
विद्यार्थी नाव :-	
मोबाइल नंबर :-	
पुस्तक क्रमांक :-	
पत्ता :-	
दस्तावेज क्रमांक :-	
पत्ता :-	
हस्ताक्षर :-	
पुस्तक क्रमांक :-	100
पुस्तक क्रमांक :-	1070/120 OCT 2021
पुस्तक क्रमांक :-	
पुस्तक क्रमांक :-	
पुस्तक क्रमांक :-	

शैक्षणिक कामी

**ASHOKA BUSINESS SCHOOL**  
 S No 09/31, Urjayanta Plaza, Inkar Suman  
 off Petrol Pump, Mumbai-Agra Highway  
 Rane Nagar, Nashik-422009  
 Ph:0253-6649500/1724 | Web: www.aef.edu.in/abs

दामिनी लोडे

*[Signature]* *[Signature]*  
 Ashoka Business School, Nashik

शिव - पुस्तक क्रमांक :- 1070/120 OCT 2021  
 & मंडळीच्या वरत वाचणे देण्यात येते आहे.

ABS and ISTD are hereinafter collectively referred to as the "Parties" and each individually as the "Party".

1. Preamble to the Agreement :  
 WHEREAS

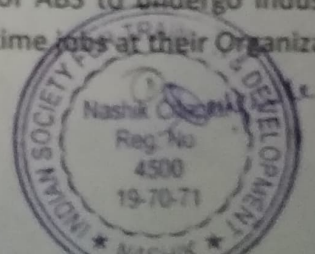
1. Ashoka Business School, is a Management Institute affiliated to the Savitribai Phule Pune University and conducting courses as per the University guidelines.
2. Ashoka Business School, Nashik desires to tie up with ISTD for mutual benefits
3. ISTD, Nashik Chapter, is a Chapter of Indian Society for Training & Development association, whose head quarter is in Delhi.

In pursuance of the above objectives, both the parties therefore hereby agree to the following understanding with respect to their mutual obligations:

2. Objectives of MOU:

Obligations of the ISTD:

1. ISTD, Nashik shall permit students of ABS to undergo Industrial training and / or Summer Internship Projects or Part-time jobs at their Organization.



2. ISTD, Nashik shall depute their executives/Resources as expert speaker(s) in seminars / training sessions / guest lectures organized at ABS
3. ISTD, Nashik will give opportunity to students of ABS to appear in Internship and placements exercises.
4. ISTD, Nashik shall inform the college representative about selection / rejection of the students.
5. Faculties from ABS can be involved in teaching and training, consultation of projects in the industry by ISTD, Nashik and also be involved to do research projects in the Industry where ever possible.

**Obligations of ABS:**

1. The college shall provide list of eligible students with their details to ISTD, Nashik as and when required.
2. The college shall provide infra for Online/Offline mode of sessions as per the Industry suitable dates and as per their convenience.
3. One representative of college shall be present and coordinate during the Session with ISTD, Nashik.
4. Representative of college shall inform students about their selection / rejection.
5. ABS can provide some expert faculties to take some sessions by ISTD, Nashik.

**3. Both Party Relationship:**

Nothing in this Agreement shall be construed to create a partnership, joint venture . Neither Party is or shall act as the other's Facilitator, partner, employee, representative or employer.

**4. Dispute Resolution:**

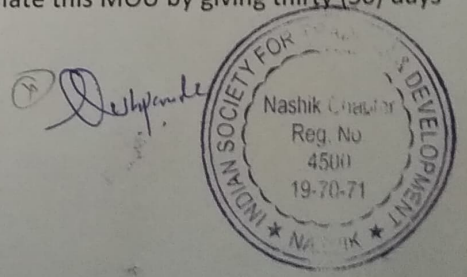
Arbitration - If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall be referred to a sole Arbitrator of Ashoka Education Foundation. The place of arbitration shall be Nashik, India. The arbitration proceedings shall be in the English language. This Agreement shall be governed and construed in accordance with the laws of India.

**5. Jurisdiction:**

The parties agree that the court in Nasik shall have exclusive jurisdiction to decide any claim, dispute or difference, which may arise out of or in connection with this Agreement.

**6. Terms & Termination :**

- a. This MOU between ABS and ACBCS is valid for a period of Five (05) years starting from 25<sup>th</sup> October 2021 and ending on 24<sup>th</sup> October 2026
- b. Either Party shall have the right to terminate this MOU by giving thirty (30) days prior written notice to the other Party.





c. The MOU can be extended further for next 5 years based on mutual relationship.

**7. Indemnification**

ISTD will indemnify and hold harmless ABS for any loss(es) which is directly attributable to

- (a) any inaccuracy or breach of any representation or warranty of ISTD in this Agreement or
- (b) any material breach committed by ISTD of any of its covenants hereunder;
- (c) any non-compliance by ISTD with any Applicable Laws or any non-compliance by ISTD with any regulatory requirement having a direct or indirect effect on ABS and its students;

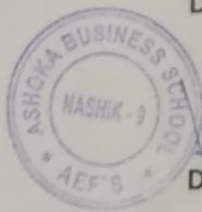
ISTD agree to hold in confidence all information/data designated by the ABS as being confidential which is obtained from either ABS and ISTD or created during the performance of the MoU and will not disclose the same to any third party without written consent of the ABS. The above confidential clause under this MoU excludes the information/data possessed by ISTD before entering into this MoU or independently developed and/or information already available through the public domain.

This MOU is being executed in duplicate and each party shall retain one copy with them and the same shall be treated as an authenticated copy for all purposes.

IN WITNESS WHEREOF, the parties have executed / have caused through their duly authorised representative to execute this Memorandum of Understanding on the date written hereinabove.

Signed and delivered by the within named.

For  
**Ashoka Business School  
Development Nashik**

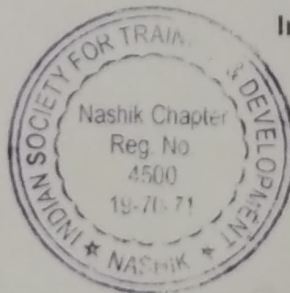


*[Signature]*  
Director - ABS, Nashik

*[Signature]*  
Witness - 1 (Name and Address)  
6- "Aashirwad" - Prakash Nagar  
Shikharwani Nashik Road, Nashik

Witness - 2 (Name and Address)  
*[Signature]*  
Dr. Vikas A. Gauradase,  
Chidambra Nagar, Ramnagar,  
Nashik - 09

For  
**Indian Society for Training and  
(ISTD)-Nashik Chapter**



*[Signature]*  
Chairman - ISTD, Nashik

Witness - 1 (Name and Address)  
Dr. D. K. Chopade Secretary  
202, C-Wing, Archdiocesan, Mahatma  
Nagar

Witness - 2 (Name and Address)  
*[Signature]*  
Manohar V. Bhagwat  
114 Shramasthree Building  
Anandnagar, Anandnagar  
Nashik - 422009

# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Ashoka Business School, Nashik**  
**AND**  
**Ashoka Concessions Ltd., Nashik**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 01<sup>st</sup> Oct, 2021 between-

**Ashoka Business School, Nashik** (hereinafter called as the 'ABS') the First Party represented herein by its **Director** And **Ashoka Concessions Ltd., Nashik** (hereinafter called as the 'ACL'), the Second Party, and represented herein by its **HR Head, Mr. Pramod Joshi**.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Ashoka Business School, Nashik**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Ashoka Concessions Ltd., Nashik**- the Second Party is a subsidiary company of Ashoka Buildcon Ltd., (ABL) one of the leading highway infrastructure companies in India.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

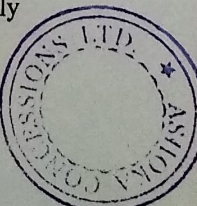
## CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.



*Bej...*  
01/10/2021

*[Signature]*





## CLAUSE 2 SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Internships and Placement of trained students: second party will actively engage to help the delivery of the training to the possible extent and Internships, placement of the students of the first party on the Management trends and in house requirements if any.

2.4 There is no financial commitment on the part of the **ABS** the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

## CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until 5years from the date of signing of this MoU. It will come to an end if it is expressly terminated by either Party on mutually agreed terms, during the said tenure.

## CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



*[Signature]*  
01/10/2021  
Director,  
Ashoka Business School, Nashik

*[Signature]*  
Head, HR,  
Ashoka Concessions Ltd., Nashik



# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Ashoka Business School, Nashik**  
**And**  
**Intensify Servitium Pvt Ltd, Nashik**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this **01<sup>st</sup> Oct, 2021** between-

**Ashoka Business School, Nashik** (hereinafter called as the 'ABS') the First Party represented herein by its **Director** And **Intensify Servitium Pvt Ltd, Nashik** (hereinafter called as the 'Intensify'), the Second Party, and represented herein by its **Director, Mr. Kunal Pansare**.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Ashoka Business School, Nashik**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) **Intensify Servitium Pvt Ltd, Nashik**- the Second Party is a digital marketing company and incorporated under the Companies Act 2013 (18 of 2013).

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

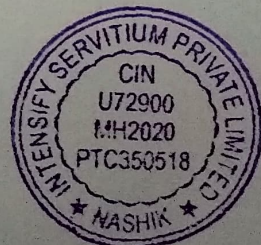
## CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.



*Kunal Pansare*  
1/10/2021

*K Pansare*  
1/10/2021





## CLAUSE 2 SCOPE OF THE MoU

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Internships and Placement of trained students: second party will actively engage to help the delivery of the training to the possible extent and Internships, placement of the students of the first party on the Management trends and in house requirements if any.

2.4 There is no financial commitment on the part of the **ABS** the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

## CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until 5years from the date of signing of this MoU. It will come to an end if it is expressly terminated by either Party on mutually agreed terms, during the said tenure.

## CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



*[Signature]*  
1/10/2021  
Director,  
Ashoka Business School, Nashik  
**DIRECTOR**  
Ashoka Business School  
Nashik

*[Signature]*  
1/10/2021

Director,  
Intensify Servitium Pvt Ltd, Nashik  
INTENSIFY SERVIUM PRIVATE LIMITED



DIRECTOR



# MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Ashoka Business School, Nashik**

**And**

**SSD IT Solutions, Nashik**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 27<sup>th</sup> Dec, 2021 between-

**Ashoka Business School, Nashik** (hereinafter called as the 'ABS') the First Party represented herein by its **Director** And **SSD IT Solutions, Nashik** (hereinafter called as the 'SSD'), the Second Party, and represented herein by its **Founder & CEO-Mr. Aditya Malpure**.

WHEREAS:

A) First Party is a Higher Educational Institution named: **Ashoka Business School, Nashik**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **SSD IT Solutions, Nashik**- the Second Party is in Business Consulting, Graphic Design, Web Design, Digital Marketing and in allied IT Services.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

## CLAUSE 1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.



*Signature*  
27/12/2021

*Signature*

**Founder and CEO**  
**SSD IT Solutions**  
Second Floor, Siddhi Pooja  
Business Centre,  
Pandit Colony, Nashik-422 005



## CLAUSE 2 SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Internships and Placement of trained students: second party will actively engage to help the delivery of the training to the possible extent and Internships, placement of the students of the first party on the Management trends and in house requirements if any.
- 2.4 There is no financial commitment on the part of the **ABS** the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

## CLAUSE 3 VALIDITY

- 3.1 This Agreement will be valid until 5years from the date of signing of this MoU. It will come to an end if it is expressly terminated by either Party on mutually agreed terms, during the said tenure.

## CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.



*[Signature]*  
27/12/2021  
Director,  
Ashoka Business School, Nashik  
**DIRECTOR**  
Ashoka Business School  
Nashik

*[Signature]*  
27/12/2021  
Founder & CEO,  
SSD IT Solutions, Nashik

**Founder and CEO**  
**SSD IT Solutions**  
Second Floor, Siddhi Pooja  
Business Centre,  
Pandit Colony, Nashik-422 001





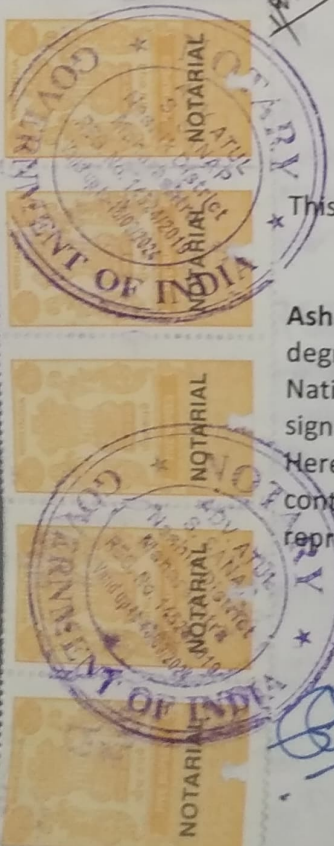
महाराष्ट्र MAHARASHTRA

© 2021 ©

ZK 046695

कारण प्रतिज्ञापन  
 क्र. 685 दि. 19/1/2022 किं. रु. 100/- पेकी रु. 100/-  
 नाव ASHOKA BUSINESS SCHOOL  
 S No. 88311, Unjavan, Road, Near Sustanan  
 HP Petrol Pump, Mumbai Agra Highway  
 पत्ता Rane Nagar, Nashik-422009  
 हस्त श्री. शिकंत प्रभाकर शुक्ला  
 सक्षी गणेश वा. पवार  
 स्टॅम्प येडर प्र क्र ९५/२००५  
 नदिन सिडको नासिक ४२२००९

TREASURY OFFICE NASHIK  
 7 JAN 2022  
 STIPNOTARY ATC  
 NOTED & REGISTERED  
 at Serial No. 102/2022  
 Date: 11/2/2022  
 THIS DOCUMENT  
 Contains 10 Pages.



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made and executed on 19th January 2022 at Nashik.

**BETWEEN**

Ashoka Education Foundation's, Ashoka Business School an Institute offering professional degree courses in management to students and having its registered office and campus at National Highway No. 3, Rane Nagar, Nashik, Maharashtra – 422 009, through its authorized signatory, Mr. Shrikant Prabhakar Shukla, Secretary, Ashoka Education Foundation, Nashik. Hereinafter referred to as ABS Nashik, (which expression shall unless it be repugnant to the context meaning there of shall mean and include the said trust its trustees, legal representative, successors executive and assigns) of the **FIRST PART.**

*Shukla*

*Prab*



AND

MARKETFX MEDIA PVT. LTD., a company incorporated under the Companies Act 1956, having its Registered Office at Nashik, through its Managing Director & CEO Mr. Prince Solomon. Here in after referred to as "MARKETFX" (which term shall also include the legally constituted signatories, heirs, representatives, assignees, successors) of the SECOND PART

WHEREAS the Trust under the name Ashoka Business School is running and managing a management Institute affiliated to the Savitribai Phule Pune University and conducting courses as per the University guidelines. ABS desires to start Digital Marketing Course/Bootcamp, which is high in demand and requirement of the day for management students.

AND WHEREAS the Marketfx Media Pvt Ltd. have been in the Marketing sector and expertise in Digital Marketing. The Marketfx Media Pvt Ltd., approach the ABS to introduce their Digital Marketing and other ancillary Courses/Bootcamp related to marketing to the students of ABS.

AND WHEREAS, considering the latest market trend in respect of marketing and need of an hour, ABS decided to associate with Marketfx Media Pvt Ltd. to start Digital Marketing, and other ancillary Courses/Boot camp related to marketing.

AND WHEREAS, both the Parties hereto out of their free will, in exchange of various valuable considerations and covenants, deed of reducing to writing the terms & conditions of such an association, their part of duties, responsibilities and work etc. as also their rights there under, agree to and following terms:

ACCORDINGLY, THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1. Definitions and Interpretations

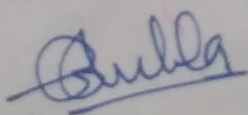
1.1 "MOU" means the Memorandum of Understanding to be signed between the Marketfx and ABS administration including all attachments, appendices, all documents incorporated by referencethereto together with any subsequent modifications and all related correspondences, clarifications, presentations.

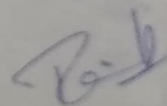
1.2 "Training Agency" means Marketfx offering the solution(s), service(s) and /or materials required for Digital Marketing Courses/Bootcamp. This definition shall also include any and/or all of the employees of authorized service providers/ partners and representatives or other personnel employed or engaged either directly or indirectly by Marketfx., for the purposes of this MOU and administration signs the MOU for providing its services.

1.3 "ABS" means the Ashoka Business School, Nashik

1.5 "Designated Officer" means any officer appointed by the ABS to act on its behalf for overall supervision and coordination.

1.6 "Effective Date" means the date on which this MOU is signed.





1.7 "Scope of Work" means all Goods and Services, and any other deliverables as required to be provided by the Marketfx under this.

1.8 "Services" means the work and services to be performed by the Marketfx pursuant to the MOU to be signed by the parties in pursuance of any specific assignment awarded by the designated authority of the ABS. In addition to this, the definition would also include other related/ ancillary services that may be required to execute the Scope of Work.

1.9 "Timelines" means the project milestones for performance of the Scope of Work and delivery of the Services as described.

## 2. Scope of Work

2.1 The Marketfx., will run Digital Marketing Bootcamp Courses and assist/counsel students who have applied for the course. The training includes self-study, doubt-clearing session, contact programmes, tests and constant monitoring. The student will be provided course materials which supplement the learning process. The Marketfx will also provide online Video lectures to each student after enrolment.

2.2 The venue to run this course shall be Ashoka Education Foundation's Ashoka Business School Premises.

2.3 Medium of teaching should be in English. The Marketfx has to make sure that the students enrolling for course should not face any challenges and language should not become the bottleneck in their success.

2.4 The Marketfx should depute their executives as expert speaker(s) to conduct course, for seminars/training sessions/guest lectures as mutually agreed.

2.5 The Marketfx has to ensure that the executives as expert speaker(s) engaged after approval from the ABS administration will continue for the complete course and there should not be attrition. Replacement of executives as expert speaker(s) will have to be done (if needed) after taking feedback from Students and after approval of the ABS administration.

2.6 The Marketfx has to make sure that the course curriculum adapted is in line with the latest pattern and update the same as need be.

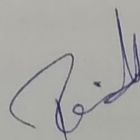
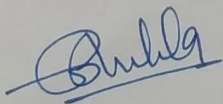
2.7 The Marketfx Media Pvt. Ltd., has to provide training material and necessary literature, stationery for conducting course in hard copy and soft copy as required.

2.8 The Marketfx should maintain the records of:

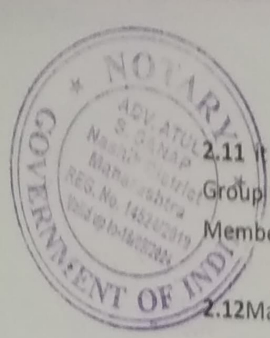
- a. Number of sessions taken
- b. Duration of sessions
- c. Attendance of students
- d. Performance of students and their progress

2.9 The Marketfx should start the coaching within 15 days from signing of this MOU.

2.10 The Marketfx agreed to run the course under the brand name "Ashoka" and agrees that it has no right to use the brand name 'Ashoka' and their respective logos to run Digital Marketing Course elsewhere. It is specifically agreed that Marketfx will not run or enter in any kind of agreement with any other party for Digital Marketing Course/Bootcamp without the consent of ABS administration till the termination of this MOU.







2.11 It is agreed by the Marketfx that the First batch should be Pilot Batch only for Ashoka Group Members, Marketfx agreed to give 20% discount in total course fees for Ashoka Group Members, throughout the duration and continuation of this MOU.

2.12 Marketfx is agreed to introduce/ run batch of 30 students for two hours daily at Pan India level on the basis of performance report/survey taken from students of Pilot Batch.

2.13 Marketfx is solely responsible for any inappropriate content uploaded, used, referred during online classes or shown during online links shared with student.

2.14 The Marketfx shall permit student of ABS to undergo Industrial training and/or Summer internship project or Part-time Job at their organization. Salary and stipend to students shall be provided as per industry norms.

2.15 The Marketfx will give opportunity to students of ABS to & appear in placement exercises.

2.16 The Marketfx shall inform the ABS representative about the selection/rejection of the students.

2.17 Marketfx agreed to monitor the students, assessment and their certification for Digital Marketing Course Bootcamp along with ABS.

2.18 Marketfx agreed to provide number of influencers per batch and fees of the course before starting the course

### 3. General Terms and Conditions of Contract

#### 3.1 Interpretation Law and Language.

The MOU shall be governed by and interpreted in accordance with laws of India. The language of the MOU shall be stated in the English.

#### 3.2 Duration of Contract

The assignment of the work shall be valid initially for a period of One Year from the date of commencement of Course, which can be mutually extended by a maximum period of one year, depending on the demand and on the terms mutually agreed by both the parties, based on the satisfactory performance of the Marketfx as determined by the ABS administration.

#### 3.3 Time for Commencement and Completion

The Marketfx shall commence work within 15 days from the date of signing of this MOU. Failing which will entail the ABS to invoke the termination provision as contained herein.

#### 3.4 Taxes and Duties

3.4.1 For services supplied under this MOU, The Marketfx shall be entirely responsible for all taxes, duties, license fees, etc., applicable as per law.

3.4.2 All payments to the The Marketfx shall including of tax at source under Income Tax Act, and other applicable taxes. ABS administration shall provide The Marketfx with the original tax receipt of any withholding taxes paid by ABS administration on payments under this MOU within the time stipulated in the Government tax clause without any penalty. All costs, damages or expenses which ABS may have paid or incurred, for which under the provisions of the MOU, The Marketfx., is liable to pay, and the same shall be deducted by ABS from any dues to The Marketfx.

### 3.5 Termination

Both Parties may, terminate the MOU in whole or in part by giving prior and written notice of 1 months or before completion of that course which comes first, indicating its intention to terminate the MOU. In case of termination both parties shall continue to provide their services to the students who have enrolled for the course. In any case student's interest shall be supreme.

### 4. Responsibilities and support to be provided by ABS

- 4.1 To facilitate the course, ABS has setup classroom, Library for admitted students during all working days.
- 4.2 ABS will also provide Counseling space and Office space for the parents and students for admission process and meetings after admissions.
- 4.3 ABS will also provide facility for conducting Career Counselling Seminars etc., for in-house students.
- 4.4 ABS will allow outside students to take admission to the course conducted by Marketfx as agreed mutually between the parties. For the same infrastructure would be provided by ABS.
- 4.5 ABS shall provide its functioning Video Conferencing facility for monitoring and doubt clearing of students and training of staff/faculties.

### 5. Payment Terms agreed between both the parties are as follows:

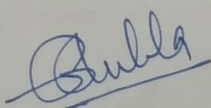
5.1 Total fees per course per student is agreed and decided between the parties at the time of introducing the course. The fees amount is including GST and all other applicable taxes. ABS will collect the fees from students and share the total fees in 40:60 ratios with The Marketfx, in following Manner.

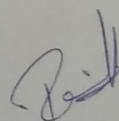
- (1) 25% out of 60% share of The Marketfx will be given at the start of the Session
- 2) 25% out of 60% share of The Marketfx after completion of half duration of the course.
- 3) 25% out of 60% share of The Marketfx Media Pvt. Ltd., at the end of completion of course. Intimation of such completion of course shall be given by the Designated Officer of the Marketfx, via e-mail with the signature of majority of students on it.
- 4) 25% out of 60% share of The Marketfx Media Pvt. Ltd., at the time of final certificate distribution of successfully completion of course to the students enrolled for course.

5.2 ABS will collect fees from students directly and forward the same to The Marketfx Media Pvt. Ltd., after deducting 40% share of ABS. Details of fees for the courses are enclosed in the Annexure.

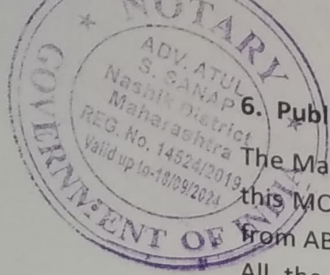
5.3 All the payments to Influencer on account of remuneration/honorarium will be directly given by ABS from the share of Marketfx after deduction of taxes at source.

5.4 Amounts of fees will be revised with mutual discussion and such revised fees structure will be applicable with signature of both parties.









## 6. Publicity

The Marketfx shall not make or permit to be made a public announcement about any aspect of this MOU unless the ABS administration first gives its written consent. Marketfx take final call from ABS before launching course under whose banner for ex. ABS/ATA.

All the expenses towards publicity like paid ads and for social media marketing for lead acquisitions will be borne by Marketfx only.

## 7. Amendment

Any amendment to this MOU shall not be valid and binding on the Parties unless it is made in writing and signed by the authorized personnel of both Parties.

## 8. Communication

All notices, certificates, acknowledgements and other reports hereunder shall be in writing and/or by e-mail shall be deemed properly delivered when duly mailed by registered letter to the other Party at its address as given in Title Clause of this MOU or to such other address as either Party may, by written notice designate to the other or on the following E-mail Id's

The Marketfx Media Pvt. Ltd: prince@marketfxmedia.com

Ashoka Business School: abs@aef.edu.in

## 9. Indemnification

Both Parties shall at all times keep the other party indemnified and hold each other's and its management, affiliates, successors in interest and assigns harmless against all actions, suits, proceedings, leases, costs, damages, charges, claims and demands in any way arising out of reason of anything done or omitted to be done by the parties and its employee/faculty.

## 10. Status of The Marketfx Media Pvt. Ltd.,

Nothing contained herein shall be construed to create a monthly tenancy or create any interest in favour of The Marketfx adherer in respect of the premises used by the The Marketfx, in connection with the purpose of this MOU.

## 11. Dispute Resolution

- (a) All disputes and differences of whatsoever nature, be referred for adjudication to the Forum of Sole Arbitrator to be appointed by mutual consent of Both Parties, to act adjudicate the disputes and differences between the parties. The Award of the Arbitrator shall be final and binding on the parties to the Agreement.
- (b) The work and payment under the Contract shall, however, continue during the Arbitration proceedings. In accordance with the provisions under the Scope of Work to ensure continuity of operations.
- (c) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Arbitrator otherwise directs in his award with reasons.
- (d) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- (g) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Nashik for all purposes. The Arbitration shall be held at Nashik and conducted in English language.

**14. Confidentiality**

Both parties may share certain confidential information with the each other and the both of them shall maintain the highest level of secrecy, confidentiality and privacy with regard to such confidential information. and shall use its best efforts to protect the confidentiality and proprietary of confidential information. Additionally, the Parties shall keep confidential all the details and information with regard to the Students. The Parties administration shall retain all rights to prevent, stop and if required take the necessary punitive action against the other regarding any forbidden disclosure. The Marketfx may share the confidential information with its employees but only strictly on a need to know basis.

It is however clarified that confidential information does not include information which is lawfully available in the public domain. Any breach of confidentiality as per the terms and conditions in this agreement shall result in immediate termination of Contract.

**15. Poaching**

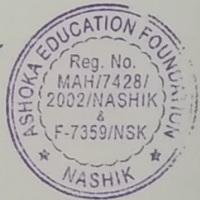
Both Parties must not poach each other's staff, employee (or their spouse or parents) before or after termination of agreement. If any such case is found then poaching party shall be liable to pay a sum equivalent to five times the yearly salary (at the time of working with other party) of that employee to the other party.

**IN WITNESS WHEREOF** the Trust and the Service Provider/Coaching Institute have put their respective hands and seals the day and year first herein above written MOU between Ashoka Education Foundation and Market Fx. The MOU stands Correct in witness to the signed authorities.

**SIGNED AND DELIVERED**

Mr. Shrikant Prabhakar Shukla  
Secretary, Ashoka Education Foundation,  
Nashik.  
For and on behalf of Ashoka Business School

*[Handwritten Signature]*



**SIGNED AND DELIVERED**

Mr. Prince Solomon  
For and on behalf of "The Marketfx Private Limited"  
Managing Director & CEO,  
GST NO. 27AANCM1151E12N

**MARKETFX MEDIA PVT. LTD**

*[Handwritten Signature]*

**DIRECTOR**

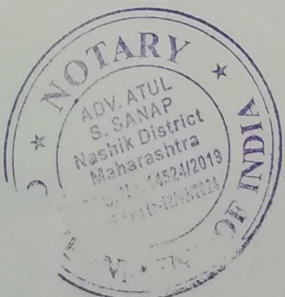
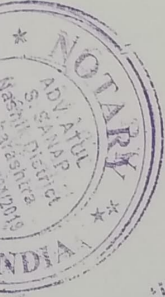
*In the presence of witnesses*

Parties are identified by :-  
(1st Party)

Sign : *[Handwritten Signature]*  
Name : Dr. D. M. Gujarathi  
Designation : Director (HE), ABS

*[Handwritten Signature]*  
19.01.2022

(2nd Party)  
Sign : *[Handwritten Signature]*  
Name : JESSWIN JOSHY  
Designation : MANAGING DIRECTOR,  
JJ Constructions  
9823033137



**BEFORE ME**  
*[Handwritten Signature]*  
**ATUL S. SANAP**  
Advocate & Notary, Govt. of India  
B-17, First Floor, Meghdoot Shopping  
Center, Opp District Court, Nashik - 1.

