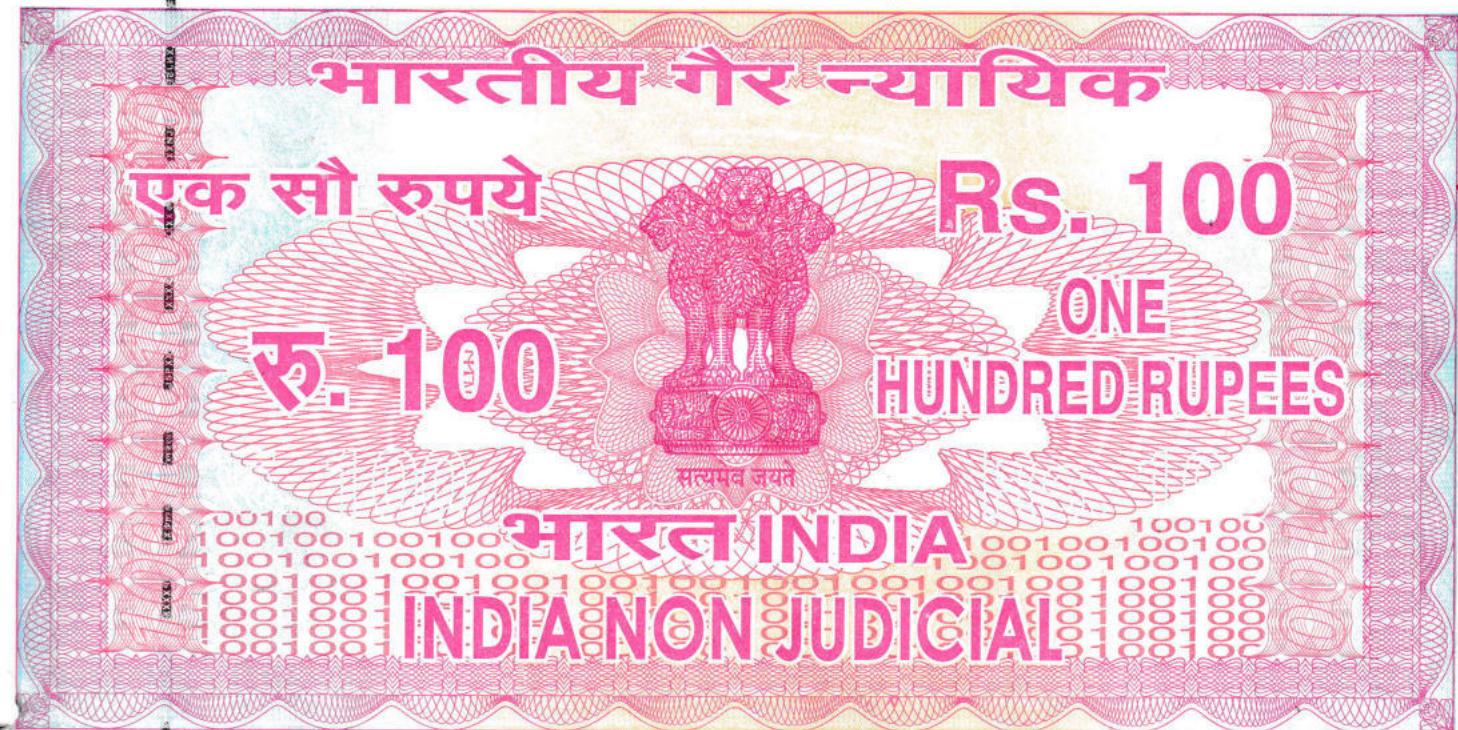


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తెలంగాణ తెలంగాణA TELANGANA

S.No 1722 Date 03.09.2020

S. Padma Y 467891

Sold To Sahas Kaul,

P/o Ramush Kaul, Pethia.

For Whom Mf. MENTORMIND EDUTECH(L) LTD, Hyderabad.

S. PADMA
LICENSED STAMP VENDOR
L.No.15-10-020/2012,
R.No.15-10-051/2018
1-60/1, Gachibowli, R R District
R. R. District, C.No.8125306293

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on the 3rd day of September 2020 between

MENTORMIND EDUTECH PVT. LTD - a company duly registered under the Companies Act, 1956 and having its registered office at Flat, 302, Nirmal Sadan, Road No. 3, Mallikarjuna Colony, Old Bowenpally, Secunderabad, Telangana, India – 500011(hereinafter referred to as “MentorMind”, which expression shall unless it is repugnant to the context or meaning thereof shall deem to mean and include its successors and assignees) as party of the FIRST PART.

AND

ST. FRANCIS DE SALES COLLEGE, BENGALURU – An AICTE approved college affiliated to Bangalore University offering Bachelor and Master programs and having its registered office at Electronic City Post, Bengaluru – 560100(hereinafter referred to as “SFS College”), which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successor and permitted assigns), as party of the SECOND PART.'



NOW, THEREFORE, in consideration of the mutual MOU hereinafter set forth, both parties hereby agree as follows

1. **EFFECTIVE DATE:** The parties hereby agree that the effective date of the MOU shall be the date on which the MOU is signed and sealed.
2. **PERIOD OF MOU:** This MOU shall be valid for a period of 365 days from signing and may be renewed on agreed terms and conditions in view of best prevailing practices with mutual consultations of both parties.
3. **SCOPE OF ENGAGEMENT:** The role and Responsibilities of the both parties are described in detail in Annexure-A ("Scope of Services")
4. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this MOU is intended to create, nor shall it be construed to create, a relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this MOU.
5. **AMENDMENT:** Except as otherwise provided herein, any variation or amendment or addition of/to this MOU shall not be effective until and unless mutually agreed to in writing and executed by or on behalf of each of the parties.
6. **NON-SOLICITATION:** The parties to the MOU shall not solicitate each other's clients(Unless agreed upon mutually), business partners or business prospects during the validity period of this MOU.
7. **CONFIDENTIALITY:** Confidential Information shall include but not be restricted to the intellectual property rights, customer information, markets or the business information of either Party or that of their respective customers and the provisions and terms of this MOU, during the term of the MOU and any extensions provided that the obligation of the party receiving confidential information shall not apply to information that:
 - (a) Is already in the recipient party's possession at the time of the disclosure thereof;
 - (b) Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;

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Corporate Office:
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- (c) Is received from a third party having no obligations of confidentiality to the disclosure party;
- (d) Is independently developed by the recipient party without access to the information; or
- (e) Is required by law or regulations to be disclosed.

8. PAYMENTS TERMS: MENTORMIND shall raise ONE invoice at the time of commencement of the program as per schedule. SFS College shall deduct TDS if required as per the provisions of Income Tax Act and provide with a certificate for the same at the end of quarter.

9. INDEMNITY: Both the Parties agrees to the indemnify and hold harmless each other from any and all actions, claims, suits, losses, damages, costs, expenses (including reasonable legal expenses and attorney fees), penalties arising out of or in relation to

- (a) any breach of any of the terms of this MOU and
- (b) any failure to comply with any and all applicable laws and statutory obligations.

10. ARBITRATION: Each party agrees that any dispute arising the parties relating to this MOU, including its scope or interpretation will be settled by arbitration of a sole arbitrator appointed by the both parties. All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

11. TERMINATION: During the validity of the MOU, both the parties shall be entitled to terminate the same at any time, with assigning proper reason, after giving notice of three months to either side. Notwithstanding such termination, each party shall fulfill all obligations accrued under the MOU prior to the time the termination becomes effective.

12. NOTICES: All notices or other communication required or permitted to be given under this MOU shall be in writing and shall be construed as effectively given if



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- (i) delivered personally,
- (ii) sent by prepaid courier service or registered mail, in each case to the address set out hereunder or

If to: MENTORMIND EDUTECH PVT. LTD.

MR. SUHAS KAUL

F1, Sri Sai Sudha Sadan, Plot 215, Kavuri Hills, Jubilee Hills, Hyderabad.
+91 9000607378
suhas.kaul@mentormind.in

If to: ST. FRANCIS DE SALES COLLEGE

REV. DR. ROY P.K - PRINCIPAL

Electronic City Post, Bengaluru
sfscollege.ecity@gmail.com

13. FORCE MAJEURE: Neither Party will be liable for any failure or delay in its performance under this MOU due to causes beyond its reasonable control in the event of Force Majeure, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform. For purposes of this MOU, Force Majeure shall mean a cause or event that is beyond the reasonable control of the Party seeking protection under this clause, including acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, restraint of government and governmental acts. The rights of the Parties shall remain suspended during the continuance of the event of Force Majeure. This MOU shall stand terminated if the event of Force Majeure continues for a consecutive period of more than 120 days.

14. ASSIGNMENT: This MOU may not be assigned by either Party hereto without the express written consent of the other Party

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15. JURISDICTION: The laws of the Republic of India shall govern the validity, construction, interpretation and effect of this MOU without regard to the conflict of laws principles and any dispute in relation to this MOU (“Dispute”) not resolved between the parties by means of arbitration shall be subject to the exclusive jurisdiction of the courts in Hyderabad

16. ENTIRE MOU: This MOU along with Annexures constitutes the entire MOU between the Parties hereto with respect to the subject matter hereof and may not be amended, modified, waived or cancelled except by a writing signed by each of the Parties or, in case of a waiver, by the Party effecting such waiver.

IN WITNESS WHEREOF, the Parties have signed on this date, month and year as above mentioned

MENTORMIND EDUTECH PVT. LTD.

ST. FRANCIS DE SALES COLLEGE

A blue ink signature of 'S. Sharath' is written over a circular blue ink stamp. The stamp contains the text 'MentorMind Edutech' at the top and 'Pvt. Ltd.' at the bottom, with a small five-pointed star in the center.

Name: SUHAS KAUL

Title: DIRECTOR

Date Signed: 03/09/2020

Reesha
Name: Rev. Dr. ROY P K M.A, M.Ed, MBA, D.Litt.
Principal
St Francis De Sales College
Electronics City Post
Bengaluru - 560 100

Title:

Date Signed:

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ANNEXURE – A**SCOPE OF SERVICES****A) MENTORMIND RESPONSIBILITIES:**

1. Access to UNLIMITED Menternships based on the choice of the students for 365 days.
2. Orientation webinar/ session for all the students in batches
3. Company Accreditation/ Certification as per company criteria
4. Virtual Live Classes & Mentor sessions
5. Placement Assistance for all certified students
6. Constant Online chat support
7. Provide with a payment link (accepts Cards, UPI/ QR, Netbanking, Wallets, etc) to all students to collect payments as per commercials mentioned below.
8. Pay SFS for infrastructure and institutional costs – a total of 10% from the total fee collected
9. Details as per page attached in ANNEXURE B

B) SFS COLLEGE RESPONSIBILITIES:

1. Access to student details that will get access to the scope of this partnership
2. Provide all necessary logistics for students that fall under the purview of this partnership.
3. Timeline and any other specific requirement to be finalised a minimum of 20 days before commencement.

C) COMMERCIALS:

| S. No | DESCRIPTION | MINIMUM NO OF STUDENTS* | PRICE PER STUDENT (INCLUSIVE OF APPLICABLE TAXES) |
|-------|-----------------------|-------------------------|---|
| 1 | PLATINUM SUBSCRIPTION | 0 – 150 | 4000/- |
| 2 | PLATINUM SUBSCRIPTION | 151 + | 3300/- |

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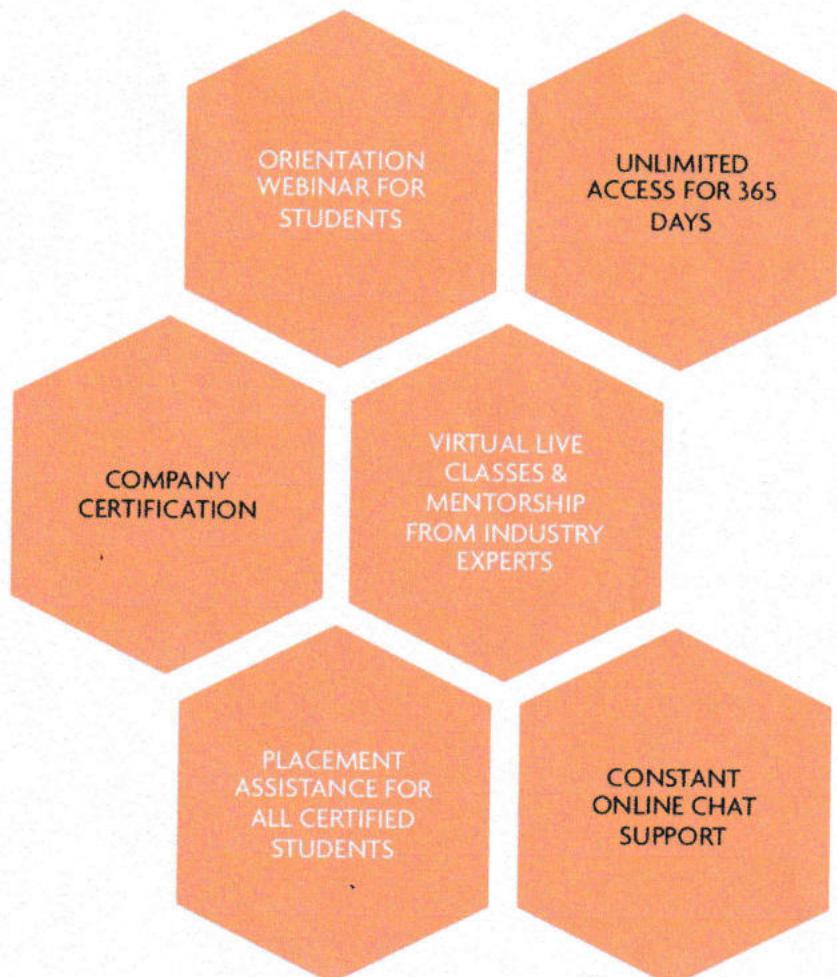
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ANNEXURE B

Submitted proposal page to be made part of the MoU in this ANNEXURE.

PLATINUM SUBSCRIPTION

OUR
COMMERCIALS



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