This Collaboration Agreement (“**Agreement**”) is made at Delhi on this \_\_day of \_\_, 2024.

**BETWEEN**

**Eduvanz Financing Private Limited\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a company incorporated under the Companies Act, 2013 and having its registered office at B/202, Times Square Building, Opp, Mittal Industrial Estate Andheri Kurla Road, Andheri East, Mumbai, MH- 400059 having CIN (U65999MH2016PTC285244\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (hereinafter referred to as **“WiZR”**, which expression shall unless repugnant to the meaning or context hereof, include its successors and permitted assigns);

# AND

**\_\_,** a company incorporated under the Companies Act, 2013, having its registered office at \_\_\_and having CIN \_\_\_ (hereinafter referred to as “**Institute**”, which term shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives and permitted assigns);

WiZR and Institute shall hereinafter, wherever the context permits, jointly be referred to as “**Parties**” and individually as “**Party”**.

# RECITALS

1. WiZR has developed proprietary tools to assess a student’s aptitude and provides a platform though it’s website [www.wizr.in](http://www.wizr.in) or mobile application software WiZR displaying information and details about various courses or skill development programs. WiZR shall also display information and content on various courses, educational and skill development programs. Individuals may also apply for courses offered by the Institutes through the Platform. On the Platform, WiZR may also either itself or through its subsidiaries/affiliates/partners offer financial assistance to individuals. Terms thereof would be governed by a separate agreement executed between the Institute and the Lending Partner. Further, the legal entity i.e. Eduvanz Financing Private Limited may assign the services envisaged under WiZR to another entity. Rights, obligations and liabilities under shall survive onto such entity.
2. The Institute is inter alia engaged in the business of providing Courses.
3. Relying on the assurances made by the Institute, Eduvanz has agreed to collaborate with the Institute and list their courses on the Platform.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS:-**

All terms and expressions when used with capitalized first letter shall have the meaning ascribed to them as hereunder:

**“Applicable Law”** shall mean all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration of, any Governmental Authority, whether in effect as of the Effective Date or thereafter.

**“Authorisation”** shall mean any approval, no objection certificate(s), clearance, resolution, license, registration, authorisation, consent, approval, ruling, permit, certification, exemption, filing, notarisation, lodgement, environmental clearances issued/ to be issued by the Governmental Authority or any third Party in relation to the Parties, its business, and for undertaking, performing or enforcing the obligations contemplated by the Agreement required to be obtained by the Parties under the Applicable Law or otherwise in connection with its business.

**“Courses”** shall mean customized or pre-designed executive education, vocational skilling, technical training or any other or training programs/courses which may include classroom training as well as through software packages developed as simulation exercises and talent analytics offered by the Institute.

**“Customers**” shall mean the individuals who subscribe to the Platform and wish to enroll into the Course.

**“Effective Date”** shall mean the date of execution of this Agreement by the Parties.

**“Governmental Authority”** shall mean the government of India, or the government of any other state of India, or any local, national or supranational agency, authority, department, inspectorate, board, statutory, regulatory or administrative authority, ministry, collector, gram panchayat, municipal committee, corporation, official, court, tribunal, stock exchange, judicial body, agency, arbitrators, statutory Person (whether autonomous or not), corporation (to the extent acting in a legislative, judicial or administrative capacity) or stock exchange or commission or any of their subdivisions of India or of any other jurisdiction (including any foreign jurisdiction), which has jurisdiction over the Parties or the subject matter of the Agreement.

**“Intellectual Property Rights” or “IPR”** shall mean collectively or individually, all intellectual property rights owned at present or in the future by the Parties including but not limited to patents, know- how, trademarks, trade names, copyrights, marks, designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, rights to prevent passing off or unfair competition, copyright, database rights, any other rights in any invention, discovery, copyright, creation or process in each case in the country of India and all other countries in the world and together with all renewals and extensions.

**“Lending Partner”** shall mean the financial institution with whom WiZR has an arrangement to provide loans to the Customers.

**“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a ‘Person’ under Applicable Law.

“**Platform**” shall mean the services pertaining to assessing a student’s aptitude by proprietary tools developed by WiZR, recommending suitable courses or skill development programs and displaying information or details about courses or skill development programs through website [www.wizr.in](http://www.wizr.in) or mobile application software WiZR owned, run and managed by WiZR.

“**Term**” shall have the meaning ascribed to it Clause 7.

1. **ROLES, RESPONSIBILITIES AND OBLIGATIONS OF INSTITUTE**

2.1 Institute shall provide all documents (including its banking details and cancellation policy) specified in Schedule 1 to WiZR to enable itself to be listed on the Platform.

2.2 Institute hereby represents and warrants that all information pertaining to itself or the Courses (including but not limited to eligibility conditions, payment terms, placement details) provided to WiZR (either in writing or verbally) is true, accurate, complete and up to date. Institute shall forthwith inform (in writing) WiZR of any changes to the information provided.

2.3 Information depicted by WiZR on the Platform is basis the information and representations made by the Institute. Institute shall be liable to WiZR and the Customers for all claims or liabilities arising on account of such information being inaccurate, incomplete, redundant or outdated.

2.4 Institute shall not provide any information (including software or other content/material) for publishing or distribution which is illegal, which violates or infringes upon the rights of any other person, which is abusive, offensive, profane, pornographic, threatening, or vulgar, which contains errors, viruses or other harmful components, or which is otherwise actionable at law.

2.5 Institute shall comply, at its own expense, with the provisions of all state, local and national laws, regulations, ordinances, requirements, and codes which are applicable for providing the Courses.

2.6 Institute shall ensure that each Customer referred through the Platform is treated with utmost care, fairness and promptness in accordance with timelines and processes agreed between the Parties and more particularly agreed from time to time. If the Institute does not respond to any requests within the agreed timelines, WiZR may forward the lead to another institute.

2.7 Institute is solely liable and responsible for all queries, requests, claims or demands made by the Customers regarding the Courses including but not limited to requests for changing Course enrolment dates, cancellation from the Course etc. All such queries, issues, complaints or grievances raised by Customers shall be resolved in a timely manner and no later than the timelines agreed between the Parties.

2.8 Institute, its employees or any person on behalf of the Institute collecting and sharing identification documents with WiZR shall ensure that they have verified documents against the original documents and confirmed that Customers are in possession of these documents. The Institute agrees and confirms that all such identification documents that are disclosed to the Institute or to which the Institute/merchant has access will be kept strictly confidential; and shall not be used or disclosed or otherwise made available by the Institute to any person, except in accordance with the procedures set out by WiZR.

2.9 Institute hereby agrees that WiZR may from time to time conduct surveys on the Customers, seek feedback on the Courses and rate the services basis these surveys or feedback.

2.10 Institute has the necessary authorizations, consents, infrastructure, skilled employees, relevant knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures to fulfil obligations represented to WiZR and satisfy the expectations of and commitments to the Customers.

1. **ROLES, RESPONSIBILITIES AND OBLIGATIONS OF WiZR**

3.1 WiZR will use reasonable efforts to deliver and maintain the Platform; provided that WiZR does not assume any responsibility or liability in respect of adverse effects, if any, due to any modification or adaptation made by the Institute to any portion of the Platform or integrations to the Platform. WiZR will use commercially reasonable efforts to make the Platform available all of the time; provided, however, that from time to time, the Platform may be unavailable, with notice where possible and at times determined in WiZR’s reasonable discretion, for maintenance and service changes. WiZR will use best efforts to perform maintenance off-peak and during non-business hours. In the event of an unforeseen outage (e.g., failure of third-party service providers) WiZR will use commercially reasonable efforts to inform Institute of any technical difficulties that may be experienced by Institute concerning access to or use of the Platform.

3.2 WiZR may, on a best effort basis, tie up with Lending Partners who may provide loans to Customers to fulfill Customer’s financial obligation towards payment of Course fee. In instances where the Lending Partner approves a Customer for a loan, the Lending Partner shall disburse the Course fee to the Institute. If for any reason whatsoever, the Institute refunds all/any amount of the Course fee, the Institute shall transfer such amounts to the same account of the Lending Partner from where funds were received.

3.3 Wizr may at its sole discretion, offer discounts or rebates on the Course Fees to the Customers without taking any prior approval from the Institute.

1. **PAYMENT TERMS:**

4.1 Institute shall pay a commission to WiZR more particularly set out in Schedule 2hereto. The rate of commission is subject to revision, as per mutual consent of both parties. Institute is liable to pay payment gateway charges, platform usage fee and such other charges as may be agreed from time to time. The total amount paid by the Customers on the Platform shall comprise of the Course fee and all amounts payable by Institute to WiZR. Where Customers avail of financial options from a Lending Partner, the commission may also constitute of the subvention amount.

4.2 Institute hereby undertakes and confirms that WiZR shall be entitled to commission for all Customers irrespective of whether the Customer has enrolled for the Course or any other course with the Institute and made payment through the Platform or has approached the Institute subsequently independent of the Platform, if the Customer has enrolled for the Course or any other course with the Institute within 12 months of the lead being referred by WiZR.

4.3 If any amount due and payable to WiZR is not received from the Customers as per the process and within the time frame agreed between the Parties, without limiting any other rights or remedies WiZR may have, such unpaid amounts will be subject to interest equal to the highest lawful rate allowed by applicable law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. All amounts shall be paid in full. All amounts payable are denominated in INR, and payment shall be made in INR.

4.4 All commissions paid under this Agreement are exclusive of any taxes, levies, duties, deductions, or similar governmental assessments, such as sales, use, withholding, valued-added, or gross receipt taxes, assessable by any jurisdiction whatsoever, and Institute will be responsible for payment of all such amounts except for any tax based solely on WiZR’s gross receipts, net income or personnel. If any portion of the Institute’s tax liability is imputed to WiZR, WiZR will invoice Institute and Institute will pay that amount.

4.5 As provided in Clause 3.2 if Customer has availed of a loan from the Lending Partner, the Lending Partner shall disburse the Course fee amount after deducting the commission amount payable by the Institute and transfer the commission amount to WiZR.

**5. CANCELLATION**

5.1 Institute shall ensure that all cancellations initiated either by the Customer or Institute are handled in accordance with the Institute’s cancellation policy as provided to WiZR. Institute shall forthwith inform WiZR of any changes to the cancellation policy.

5.2 WiZR shall refer all requests or complaints on cancellation to the Institute and the Institute shall be solely liable and responsible for resolution of such requests or complaints and shall indemnify and hold harmless WiZR from any claims, disputes, losses or damages that arise from Customers in regard to cancellation.

5.3 Institute confirms that the platform usage fee (specified in Schedule 2) shall be non-refundable

5.4 Commission (after deducting the platform usage fee as specified in Schedule 2) shall be refunded by WiZR only if cancellation request is honored, and amounts are actually refunded by the Institute to the Customer’s or Lending Partner’s account.

5.5 Amount of commission to be refunded would be proportionate to the Course fee refunded by the Institute to the Customer.

5.6 WiZR’s liability to refund commission shall only accrue after Institute has provided proof of amounts being refunded to Customer and WiZR has satisfied itself of the sufficiency and genuineness of payment proof provided by Institute to WiZR.

1. **RELATIONSHIP**
	1. Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The term “Parties” here also includes their respective representatives. The Parties acknowledge that they are not related as per the provisions of the Applicable Laws and this Agreement is entered into on arms-length basis.
	2. Neither Party or its representatives shall make any warranty or representation on behalf of the other Party or the services which other Party provides without the prior written authorization of such other Party.
2. **TERM AND TERMINATION**
	1. The term of this Agreement shall commence from Execution Date and remain in force for a period of 3 (three) years thereafter (“**Term**”), unless terminated earlier in accordance with the terms of this Agreement. The Term of the Agreement can be further extended in accordance with mutual consent of the Parties.
	2. In case of non-adherence to any provision of this Agreement by a Party (“Erring Party”), the other Party (“Innocent Party”) may serve a written notice of 15 (Fifteen) days period to rectify the non-adherence. In case of continuing non-adherence beyond 15 (Fifteen) days of notice, Innocent Party shall have the right to terminate this Agreement without any further notice or liability excluding the rights/obligations already accrued till the date of termination.
	3. Notwithstanding anything contained in this Agreement or any other document, either Party may terminate this Agreement any time at its convenience by giving 60 (Sixty) days written notice to other Party.
	4. Notwithstanding anything contained in this Agreement, termination or expiry of this Agreement for any reason will be without prejudice to any accrued rights and remedies of either Party or any rights or obligations of the Parties that are intended to survive termination.
3. **REPRESENTATIONS AND WARRANTIES:**

Each Party represents and warrants to the other Party that:

(i) It validly exists under Applicable Laws, and has the power and authority to carry on its business in India;

(ii) It has the power to enter into this Agreement and comply with its obligations under this Agreement and it has not suffered any insolvency event;

(iii) It has full capacity and all approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement;

(iv) It shall comply with all Applicable Laws for and while performing its obligations under this Agreement;

(v) The execution of this Agreement does not contravene the provisions of any Applicable Law or regulation or agreement or document to which it may be or may have been a party;

(vi) It shall not, in performance of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation;

(vii) Upon signing of this Agreement, this Agreement shall be legally binding on it and shall be legally enforceable against it;

(viii) Neither it nor any of its representatives involved in the execution of this Agreement, have been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences which prevents the execution of this Agreement;

(ix) This Agreement is being executed by its duly authorised representative;

(x) It shall comply with all Applicable Laws and has obtained all licenses, permits or permissions and that they are valid and shall be renewed from time to time (as required under the Applicable Laws);

(xi) It is not subject to any obligation, claim or action, threatened or pending before any Government Authority including court or arbitrator that may prevent it from entering into this Agreement; and

(xii) It owns or has all necessary rights in, all its IPRs which will not, at any time, require any additional license or consent from third party(ies) for use of such IPRs, and no claim or action exists against it alleging infringement of third party IPRs.

1. **INTELLECTUAL PROPERTY RIGHTS**
	1. Nothing in this Agreement shall transfer either Party's Intellectual Property Rights to the other Party.
	2. Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this Agreement or developed outside the scope of this Agreement.
	3. The Institute hereby authorizes WiZR to share, disclose, publish, and disseminate information (including proprietary marks or names) relating to the Institute and Course as may be required by WiZR to promote any services offered by WiZR or the Institute.
2. **INDEMNITY**

10.1 Without limiting any other rights which WiZR may have under this Agreement and under law, Institute shall indemnify, defend, hold harmless and keep indemnified WiZR including their affiliates and representatives (collectively “**Indemnified Party**”) from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses), liability (whether criminal or civil) suffered and/or incurred by Indemnified Party, arising from or in connection with the performance of obligations by Institute under this Agreement or due to any breach of the terms and conditions of this Agreement or breach of the terms and conditions with Customers including any covenants, obligations and representations and warranties of the Institute made to the Indemnified Party or to the Customers.

10.2 Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, claim for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages/claim.

The above exclusions from liability set forth in this clause shall not apply:

1. in case gross negligence or wilful misconduct; or
2. to any liability arising out of corrupt or fraudulent conduct.
	1. The provisions of this clause shall survive the termination or expiry of this Agreement.
3. **FORCE MAJEURE**
	1. Neither Party will be liable for any loss or damage resulting from delay or failure to perform any of its obligations within the time specified as a result of Force Majeure Event.
	2. In the event of a Force Majeure Event, the affected Party will be excused from performance during the existence of the Force Majeure Event provided the affected Party informs the other Party about such Force Majeure Event immediately but not later than 5 business days of its occurrence, and the date of performance of the obligation including obligation to pay will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure Event occurs, the affected Party shall notify the other Party in writing of the existence of the Force Majeure (the “**Force Majeure Notice**”), and both Parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure Event shall continue for more than 60 (sixty) days from the date of the Force Majeure Notice, both Parties shall have the right, upon written notice to the other Party, to terminate this Agreement.
	3. The above is without prejudice to the rights and obligations already accrued to the Parties as a result of their performance or failure to perform, either in whole or in part pursuant to the terms of this Agreement, prior to the occurrence of events of Force Majeure Event.
4. **CONFIDENTIALITY**
	1. Subject to the exceptions provided in this Clause hereinafter, Parties at all times, will keep all Confidential Information, whether marked or not as Confidential Information, received and / or generated under this Agreement confidential, and shall not use the Confidential Information except for the purpose of this Agreement, will not disclose to any third person any such information with respect to the Agreement hereunder. Parties will also ensure that its Representatives are provided access to Confidential Information of Disclosing Party only on a need-to-know-basis and solely for the performance of this Agreement and such Representatives will be required to protect such Confidential Information against unauthorized disclosure in a manner no less protective than under this Agreement.
	2. Exceptions: Confidential Information will not include information:
	3. which is required to be disclosed pursuant to any Applicable Law provided only to the extent required to be disclosed, and subject to the Disclosing Party is given a reasonable opportunity, where legally permissible, to seek a protective order in respect of such Confidential Information and such Confidential Information disclosed will continue to remain subject to confidentiality obligations;
	4. to the extent to which it is specifically permitted by the other Party in writing;
	5. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under this clause – “Confidentiality”);
	6. to its Representatives or employees, officers, professional advisors, but strictly on need to know basis to the extent necessary and subject to such employees, officers etc. accepting an equivalent confidentiality obligation to that set out in this clause – “Confidentiality”;
	7. that was known without obligation of confidentiality prior to disclosure by the Disclosing Party or independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; or
	8. that is disclosed to the Receiving Party by a third Party legally entitled to make such disclosure without violation of any obligations of confidentiality as entailed in this Agreement or otherwise.
	9. Upon written request at the expiration or termination of this Agreement for any reasons as provided for in the Agreement, all Confidential Information (and all copies thereof) or any other material will be returned to the Disclosing Party or will be destroyed, with written certification thereof, and Receiving Party shall cease to use any such information or materials with immediate effect for any purpose whatsoever.
	10. Further, during the course of this Agreement, Institute shall also gain access to personal information relating to the candidates. Institute shall use the personal information only in connection with the performance of this Agreement and take all reasonable steps to prevent the misuse or loss of and unauthorized use,modification, access and disclosure of personal information by it. Further, the personal information shall not be shared by Institute with any third party. If Institute is compelled to share personal information of Customers it shall do so with prior consent of WiZR and shall ensure that the Customer’s personal information is protected by such third parties and shall be solely liable for any misuse caused by them. For the purposes of this clause, "personal information" has the same meaning asthat which is given to this term under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as applicable in India and as may be amended from time to time and shall include any information related to the Customer as may be provided to Institute.
	11. Each Party acknowledges that a breach of this Clause may result in irreparable harm to the other Party for which monetary damages may not provide a sufficient remedy. Accordingly, the aggrieved Party may seek equitable relief or injunctive relief in relation to such breach.
	12. The provisions of this clause shall survive the termination or expiry of this Agreement.
5. **ASSIGNMENT**

The obligations herein shall bind not only the Parties but also their respective executors, legal representatives, administrators, successors etc. Institute shall not be entitled to transfer, assign or sub-contract any of its obligations herein to any entity including its affiliate(s) without the written approval of WiZR. WiZR reserves the right to assign all rights and obligations under this Agreement to another entity with notice and without any consent of the Institute.

1. **NOTICES:**

Any notice to be served on the Parties under this Agreement shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered by Speed Post or Registered Post with Acknowledgement Due, as the case may be, at their respective addresses mentioned below:

**To – WiZR:**

Mr. Varun Chopra (Eduvanz Financing Private Limited)

Attention: Chief Executive Officer

Address: Times Square Building, B/202, Marol, Andheri East, Mumbai, Maharashtra 400059

**To –**

Attention:

Address:

1. **SETTLEMENT OF DISPUTES**
	1. In case of any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, an attempt shall be made by the Parties to resolve it amicably by mutual discussion within 30 (thirty) days of receipt of notice from the other Party to resolve the same, failing which the dispute will be referred to arbitration which will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The Parties will mutually appoint a sole arbitrator within 30 (thirty) days of the dispute being referred to the arbitration. The seat and place of arbitration will be New Delhi and the language will be English.
	2. During the pendency of any dispute resolution exercise whether by negotiations or otherwise, the Parties shall be bound by the terms of this Agreement, and shall continue to perform their respective obligations not under dispute under this Agreement.
	3. Notwithstanding anything to the contrary in this Agreement, each Party will be entitled to seek preliminary or final injunctive relief in any court of competent jurisdiction located at New Delhi. Any action for injunctive relief will not be subject to arbitration.
2. **GOVERNING LAW AND JURISDICTION**
	1. This Agreement shall be governed by and construed in accordance with the laws of India.
	2. Subject to clause 16.1, the Courts at New Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.
3. **OTHER COVENANTS**
	1. Use of logos:

WiZR shall be entitled to use of the name, logo and/or official emblem etc. of the Institute or details of the Course implemented by it on the Platform and/or in any publication, document, paper, website or any other platform or mode.

* 1. Severability:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

* 1. Amendment:

The terms and conditions of this Agreement shall not be changed or modified except by written amendment mutually agreed by the Parties.

* 1. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties, and revokes and supersedes all previous agreements between Parties, if any, concerning the matters covered herein whether written, oral or implied. All rights and remedies covered hereunder is available only to the contracting Parties of this Agreement and no third party shall be deemed to be privy to this Agreement or any provision hereof.

* 1. Waiver:

The failure of a Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights of the that Party hereto.

* 1. Survival:

Any provision of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement will survive such expiration or termination, including without limitation, Clause on Indemnity, Confidentiality, IPRs, Dispute Resolution, Survival etc.

* 1. Ethics and Anti-Corruption:

Parties will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with each other and engage in an ethical manner with the highest business standards. Any instances of such violations will be taken in a serious manner, and Parties reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

17.8 Counterparts

This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same instrument and be an original. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the document in person.

17.9 Non-compete

During the term of the Agreement, and for a period of one (1) year immediately, thereafter, Parties agree not to solicit any employee or independent contractor of the other Party for itself or on behalf of any other business enterprise, nor shall either Party induce any employee or independent contractor associated with the other Party to terminate or breach an employment, contractual or other relationship with the other Party.

17.10 Electronic signature

Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**----------------------------------execution page follows----------------------------------**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.**

|  |  |  |
| --- | --- | --- |
| For and on behalf of **Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | For and on behalf of **Eduvanz Financing Private Limited** **Sign:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Mr. Varun Chopra** **Chief Executive Officer**  |

Schedule 1

Documents to be provided by Institute

1. Board Resolution
2. Cancellation Policy
3. Bank details (To be filled by the Institute)
4. Bank Name:
5. Bank Account Number:
6. IFSC Code:
7. Ac Holder Name:
8. Cancelled Cheque

Schedule 2

Payment Terms

Commission – \_\_% total admission fee + GST.

Subvention-

Platform Usage Fee – 2% (Included in commission)