

Conduira Education & Training Services Pvt. Ltd.

Hyderabad
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BUSINESS ASSOCIATE AGREEMENT

This Agreement is made on this the 8th of MAY in the year 2019 at Hyderabad, Telangana, India by and between:

M/s. Conduira Education and Training Services Pvt. Ltd., a registered firm having its registered office at # H.No:1-90/b/d/8/a First Floor, Bhavani Brij, Vittal Rao Nagar, Madhapur, Hyderabad, Telangana 500081 represented by its Chief Marketing Officer, Mr. Sumanth Palepu (Hereinafter referred to as 'COL' – **conduiraonline**, a brand of the company, which expression shall, unless repugnant to the context or meaning thereof, include the successors and assigns) of the **First Part**;

AND

SWARNANDHRA COLLEGE OF
M/s. ENGINEERING & TECHNOLOGY residing / with office at NARASAPUR to work as Business Associate of COL, represented by its Mr. S. RAMESH BABU (henceforth called Business Associate or BA) which expression shall, unless repugnant to the context or meaning thereof, include the successors and permitted assigns) of the **Second Part**.

WHEREAS:

- (a) COL is inter-alia is a leading consultant in the area of promoting overseas education in countries like USA, Ireland, UK, Canada, Australia, NZ, etc.

- (b) The Business Associate represents that it is engaged in the business of training and counselling and would like to partner with COL for international admissions
- (c) The Business Associate further represents to COL that it possesses requisite infrastructure, manpower and adequate financial resources to fulfill all its obligations set out in this Agreement and is in a position to effectively promote market and develop the business of COL.
- (d) Based on the said representation of the Business Associate, COL agrees to appoint the Business Associate to promote market and develop the business of COL's Services.
- (e) The Business Associate undertakes to abide by the terms and conditions of this Agreement and as amended and in force from time to time and understands that any breach of the terms of this agreement may constitute a material breach and shall entitle COL to terminate / discontinue services, with immediate effect, at its sole discretion. In consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. ENTIRE AGREEMENT

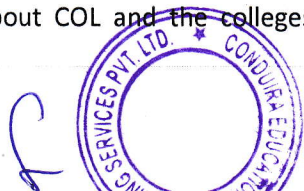
- 1.1 This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes any previous agreement or understanding between the Parties, relating to the subject matter of this Agreement.
- 1.2 This Agreement allows for the Business Associate roles on non-exclusive terms within the region define as Prescribed Region, and defined in Annexure C

2. OBLIGATIONS OF COL:

- 2.1 **Technical and Marketing Training:** If required COL shall provide technical and marketing training to the personnel employed by the Business Associate.
- 2.2 **Product Information:** COL shall provide information about the offerings, fees and the institutions generally, together with necessary forms and materials for application. It will be the duty of the Business Associate to seek, to maintain and increase the number of students attending the institutions represented by COL and to represent the best interests of the COL in the market. COL shall, on best effort basis, provide promotional materials like brochures, collateral's and tariffs to the Business Associate for the effective promotion of the Service/s, and provide intimation to the Business Associate, in the event of any change(s) / revision(s) / updation(s) / alteration(s), from time to time in either Service/s or Tariffs.
- 2.3 **Financial consideration:** COL will pay the Business Associate a Commission for soliciting interested students who wish to continue their Higher Education in USA, Ireland, UK, Canada, NZ, etc.
The Commission ratio will be shared as per Annexure A
- 2.4. **Service fees for using Brand:** Business Associate will pay COL a one-time non-refundable Service Fee to become a Business Associate, and this has to be paid at the time of signing of the Agreement. This non-refundable amount is as mentioned in Annexure A.

3. OBLIGATIONS OF THE BUSINESS ASSOCIATE

- 3.1. **Business obligation:** It shall be the duty of the Business Associate to supply information about COL and the colleges and universities represented by COL and to assist students



wishing to join the universities and colleges represented by COL. The Business Associate hereby agrees and undertakes to generate a minimum business / achieve yearly target set by COL for the Business Associate. This is as mentioned in Annexure B.

3.2. Sales obligation: The Business Associate agrees and undertakes to provide, within the Prescribed Region, well qualified, competent and adequately trained manpower for the development and promotion of the Services, to the satisfaction of COL.

3.4. Communication and Service to the Interested Students: The Business Associate shall communicate to the interested students to provide the details regarding the services available from COL as per the terms and conditions. The Business Associate agrees and understands that all such interested students will be referred directly to COL. In addition, the Business Associate agrees and undertakes that it shall:

3.4.1. not bind COL or otherwise make any commitment on behalf of COL for provision of the Services;

3.4.2. not give or make any warranty, understanding, promise, representation or understanding with regard to the Services to any person;

3.4.3. not incur any liability on behalf of COL;

3.4.4. not in any way pledge or purport to pledge COL's credit in any manner, whatsoever; and

3.4.5. not present its employee's as employee's of COL

3.5. Business Leads: The Business Associate shall be responsible to duly forward to COL any Business Leads within the Prescribed Region together with requisite details, as desired by COL.

3.5.1 The Business Associate shall keep COL fully informed of all the relevant developments in the market which might affect the institutions represented by the COL and be prepared to act for such matter as directed by COL.

3.5.2 The Business Associate will market COL services to the students, and the full marketing cost will be borne by the Business Associate.

3.6. Collection from Students

3.6.1 The Business Associate shall collect the Registration fees from all students where the student intends to go and should inform and update to COL whatsoever from the students.

3.6.2 The Business Associate shall collect the University tuition fees from all students in form of Bank Draft in the name of the University / College where the students intends to go and shall not receive any cash for tuition fees whatsoever from the students.

3.6.3 The Business Associate shall send the Bank Draft to COL which would send a Receipt or Acknowledgement for the same from the University to the Business Associate.

3.7. In case a student's visa is rejected (for UK, Ireland, Canada, Australia, New Zealand. etc..) after submission of Original refusal letter from the Corresponding Consulate / embassy by the Business Associate then the tuition fees deposit will be refunded within a maximum period of 3 to 4 months after deduction of University Processing Charges by the University.



- 3.8. The Business Associate would not directly contact the Universities represented by COL for Representation or any other issues.
- 3.9. This Agreement gives the Business Associate no authority to enter into an agreement with third parties on behalf of COL.
- 3.10. COL has the right to reject any student's application received from the Business Associate, if the application does not satisfy the required criteria's/requirements.

4. RELATIONSHIP

- 4.1. The Business Associate acknowledges and at all times agrees to act for the limited and exclusive purpose of the Agreement. The Business Associate and COL are independent parties. Nothing in this agreement will be construed to make either party an employee, joint venture or legal representative of the other party. No person employed by the Business Associate shall be entitled to any compensation or benefits of any kind from COL. The Business Associate shall have no authority to bind COL in any respect, whatsoever and shall not hold itself out as owned by or associated with COL other than as Independent Associate of COL acting in accordance with the terms and conditions under this Agreement. None of the employees of the Business Associate shall be construed or deemed to be the employees of COL at any time and the Business Associate shall indemnify COL against any such direct or indirect claims. The Business Associate or its employee or personnel shall not do anything, in law or otherwise, to claim a relationship of employer and employee or any relationship similar thereto or any monetary or other benefits or claims, against COL.

5. TERM AND TERMINATION OF THE AGREEMENT

- 5.1. The Term of this agreement shall be for a period of one (1) year commencing from the Effective Date (as detailed above) which may be renewed at the end of one year for further periods, by COL in writing, subject to the Business Associate's achieving the targets.
- 5.2. COL shall have the right to terminate this agreement forthwith in the event:
- 5.2.1. If the Business Associate commits a Material Breach of the obligation assumed on his part and fails to rectify the same within reasonable period.
- 5.2.2. If the Business Associate fails to achieve the minimum target, for any reason, whatsoever.
- 5.2.3. If the Business Associate commits any act detrimental to the interest, goodwill, of COL or to the operations in the sole discretion of COL.
- 5.3. Either Party may at its discretion terminate this Business Partnership Agreement if the non-terminating Party is subject to any action or proceedings, whether administrative or judicial in respect of insolvency, winding up, dissolution or bankruptcy.
- 5.4. COL may terminate this agreement at any time by giving one (1) month prior notice in writing to the Business Associate with assigning any detrimental reasons for the termination.

6. EFFECT OF TERMINATION/EXPIRATION

- 6.1. Upon the termination/expiry of the agreement for any reason whatsoever the Business Associate shall immediately cease to be a Business Associate of COL and shall return all amounts collected from the Student in his/her possession, to COL if COL is still processing his/her application.
- 6.2. Upon termination / expiry of this Agreement, the Business Associate shall immediately return / destroy as and when directed by COL, all / any intellectual property including



Confidential information and any copies thereof owned by COL, in the Associate's possession.

- 6.3. Upon the termination / expiry of the agreement and for a period of three (3) months after its termination / expiry for any reason whatsoever the Business Associate shall not represent, act or deal in any manner or enter into any arrangement with any third party involved in provisioning of similar Services as contemplated under this agreement.
- 6.4. Upon the termination / expiry of this Agreement, the Business Associate shall hand over to COL all the documents records and accounts of all the existing transactions of the students.

7. CONFIDENTIALITY AND PREVENTION OF UNAUTHORISED USE

- 7.1. The Business Associate shall keep strictly confidential all information (i.e. Confidential information, as detailed above) and details including but not limited to accounts, business plans, quarterly analysis, reports, data, details, student lists, manuals and all other documents disclosed to the Business Associate in the course of the implementation of this agreement, except to its employee's, as may be required for the purpose of the business and acknowledges that any unauthorized use may cause irreparable damage to COL and accepts full responsibility to prevent any such unauthorized use or disclosure. The Business Associate shall promptly notify COL of any unauthorized use and take all appropriate steps that are necessary to recover the confidential information of COL. The Business Associate will not copy or translate the information, data including student data, development materials and the delivery material without COL's prior written approval.

8. INDEMNITY AND ENFORCEMENT OF RIGHTS

- 8.1. The Business Associate shall indemnify COL and keep COL at all times fully indemnified from and against all actions, proceedings, claims, demands, cost, wastes, and damages however arising, directly or in indirectly, as a result of :

8.1.1 Any breach or nonperformance by the Business Associate of any of its undertaking, representations and warranties and / or its obligations under the agreement.

8.1.2 Arising due to the failure of the Business Associate to provide the collections received from the student in COL's name to COL within one (1) working day of receipt of the same.

9. MISCELLANEOUS

9.1 **Force Majeure** - Neither Party shall be held responsible to the other Party for its temporary or permanent inability to perform its obligations under this Agreement, if such incapacity is caused by the occurrence of a Force Majeure Event. The Parties agree that their mutual obligations shall be in abeyance during the occurrence of a Force Majeure Event.

9.2 **Notice** - Any notice, agreement approval or other communication required or permitted under this agreement will be given in the English Language and will be sent in writing by way of E-mail, Courier, registered post with acknowledgement due, postage prepaid, to the address given at the title page or to any other address that may be designated by prior notice.

9.3 **Assignment** - COL may assign this agreement including any of its rights or obligations, upon notice to the Associate:



(i) to a related company; or

(ii) to an unrelated company pursuant to a sale, merger or consolidation of COL or any of its operating divisions.

The Business Associate consents in advance to any such assignment, sub contract or other transfer.

9.4 Non-Solicitation - During the term and for a period of one (1) year thereafter, neither party shall, directly or indirectly solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire any person who was an employee of the other party or other party's Affiliates.

9.5 Renewal / Modification /Alteration of Agreement - This Agreement may be renewed, modified and altered upon by COL in consultation with the Business Associate, at any times during the currency of this Agreement.

9.6 Severability - If any provision of this Agreement is or becomes, in whole or in part invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid.

9.7 Waiver - The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or waiver of any other rights or remedies.

9.8 Arbitration

9.8.1 Each of the parties herein agree that if any dispute, difference, controversy or claims arising out of or relating to this Agreement or the breach, the Parties shall attempt, for a period of thirty (30) days from the receipt of a notice from the other Party of the existence of a dispute, to settle such dispute by mutual discussions between the parties. If the dispute is not settled either Party may refer the matter to a panel of three Arbitrators mutually agreed upon. The arbitration proceedings shall be held under the provisions of the arbitration and conciliation Act, 1996 or any of its subsequent amendments and the place of arbitration shall be Hyderabad. The procedural law of the arbitration shall be Indian law. The award of the Arbitrator shall be final, conclusive and binding upon the Parties, and the provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply and the Agreement shall be subject to the exclusive jurisdiction of the courts at Hyderabad.

9.8.2 Nothing contained in this clause will prevent COL from seeking interim injunctive relief against the Business Associate or filing an action against the Franchisee Associate to collect unpaid and past due amounts in the courts having jurisdiction over the other party.

IN WITNESS WHEREOF, COL and the Business Associate cause this agreement to be executed by their duly authorized representatives identified below:



SIGNATURES OF THE PARTIES TO THIS AGREEMENT:

For COL

Signature:



Name : Sumanth Palepu

Position: Chief Marketing Officer

Date :



For Business Associate:

Signature:



Name : Dr. S. RAMESH BABU

Date : 04-05-2019