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SERVICE AGREEMENT  
BETWEEN  
SHYAMPUR SIDHESWARI MAHAVIDYALAYA  
AND  
EBSC TECHNOLOGIES PRIVATE LIMITED  
DATED 08.12.2021

PRIVILEGED & CONFIDENTIAL

SUBHAMOY ROY  
Subhamoy Roy  
Project Head  
EduBridge Learning Pvt Ltd

This Agreement is made and executed at Mumbai, BY AND BETWEEN Shyampur Sidhheswari Mahavidyalaya, a college under Calcutta University; represented by Dr. Santu Kumar Bose, and having its place of registered office at P.O - Ajodhya Dist . Howrah , PIN 711312, West Bengal holding PAN AAALS4281P and Unique identification number \_\_\_\_\_N/A\_\_\_\_\_ (hereinafter referred to as the "Service Partner", which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of One Part

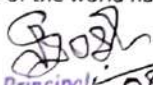
AND

EBSC TECHNOLOGIES PRIVATE LIMITED, a company having its registered office at 1/1, Pollock Street, Kolkata 700001 (hereinafter referred to as the "Company OR EduBridge", which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of the Other Part.

AND WHEREAS:

The EduBridge is a company inter alia engaged in skill development and vocational training (workforce development) activities since October 2009.

The Service Partner is professionally engaged of providing UG Programs under UGC guidelines. The Company maintains a website under the name and style of [www.edubridgeindia.com](http://www.edubridgeindia.com) which provides full time, part time, formal and informal training programs on online and/or offline basis for individuals in order to help them meet the specific needs of the industry and business and equip them to meet the changes in technology; developing and publishing training materials for regular and distance education programmes; co-operating with national and international organizations, educational, research and other institutions in any part of the world having objects wholly or partly similar to those of the training franchisor; fostering a sense of

  
Principal 08-12-21  
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partnership with the industry in promoting the cause of education, research, extension and in mobilizing resources for achieving the aforementioned objectives.

Accordingly, the Service Partner has approached the Company and has offered to provide the Partner Services in accordance with terms and conditions of this Services Agreement

In light of the above, the Service Partner is desirous of accepting the proposal of the Company in accordance with mutually decided terms and conditions agreed between the Parties from time to time.

The Parties are therefore desirous of recording the detailed terms and conditions on which these Services will be provided.

## IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

"**Affiliate**" shall mean an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a Party, where 'control' is defined as the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

"**Agreement**" shall mean this agreement, as amended, varied or supplemented by the Parties from time-to-time by written mutual consent of the parties;

"**Damages**" shall mean:

- (a) any and all monetary (or where the context so requires, monetary equivalent of) damages, fines, fees, penalties as applicable under Indian law, losses, and out-of-pocket expenses (including without limitation any liability imposed under any award, writ, order, judgment, decree or direction passed or made by any court, tribunal or similar Person),
- (b) subject to applicable laws, any punitive, or other exemplary or extra contractual damages payable or paid in respect of any contract, and
- (c) amounts paid in settlement, interest, court costs, costs of investigation, reasonable fees and expenses of attorneys, accountants, actuaries, and other experts, and other expenses of litigation or of any claim, default, or assessment;

"**Effective Date**" shall mean the date on which both parties sign this service agreement

"**Initial Term**" shall mean the period from and including the Effective Date and continuing in force for period of this agreement;

"**Breach**" shall mean, failure to comply with any material term of this Agreement;

"**Party**" shall mean either the "Service Partner" or "EduBridge" and "**Parties**" shall mean the "Service Partner" and the "EduBridge" collectively;

"**Person**" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;

"**Services**" shall mean the services listed in Annexure 1

"**Service Provider**", depending on the Services rendered, shall mean the "Service Partner" when relating to the services offered by them to the "EduBridge"

"**Service Recipient**", depending on the Services received, shall mean the "EduBridge" when relating to the services received by them from the "Service Partner"

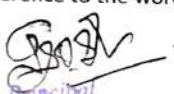
"**Term**" shall mean an Initial Term or an Additional Term, as the case may be; and


"**EduBridge Employees**" shall mean such of the EduBridge's employees who are assigned to perform any part of the Services pursuant to this Agreement.

#### 1.2 Interpretation

Unless the context otherwise requires in this Agreement:

- (a) words importing persons or parties shall include firms and corporations and any organisations having legal capacity;
- (b) words importing the singular include the plural and *vice versa* where the context so requires;
- (c) reference to any law shall include such law as from time to time enacted amended, supplemented or re-enacted;
- (d) reference to any gender includes a reference to all other genders;
- (e) reference to the words "include" or "including" shall be construed without limitation;

  
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Project Head  
Edubridge Learning Pvt Ltd



- (f) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (g) the headings and titles in this Agreement are indicative shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement; and
- (h) a time period for a payment to be made or an act to be done shall be calculated by excluding the day on which that period commences and including the day on which that period ends.

## 2. ENGAGEMENT AND TERM THEREOF

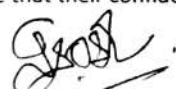
- 2.1 The Agreement shall be effective from the Effective Date.
- 2.2 Both Parties agree to an engagement for the Initial Term to provide the Services to each other and accept such engagement on the terms and conditions described below. Unless terminated prior to its expiry, this Agreement may be renewed upon identical or modified terms and conditions (as may be mutually agreed in writing) for up to two further terms of 1 year each (an "Additional Term") by providing a written notice in that behalf within 30 days prior to the expiry of a Term.
- 2.3 The Parties acknowledge and agree that the expiry or termination of this Agreement and its relationship with the other Party, shall not in any way affect the obligations of the Parties so far as they relate to the security measures and confidentiality obligations that are set forth herein and such obligations shall survive for a period of five (5) years after the expiry or termination of this Agreement.
- 2.4 Both Parties acknowledge that the delivery of the Services shall be subject to the requirements detailed in the following Annexes:
  - (a) **Annexure 1:** Description of the Services, Roles and Responsibility and Charges

## 3. INDEPENDENCE OF BOTH THE PARTIES

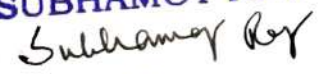
- 3.1 Both Parties are acting, in performance of this Agreement, as independent party. The Employees of both Parties are not the employees or agents of the other Party and shall work under the control and management of their respective employers who shall continue to be fully responsible for their acts. Both Parties shall be solely responsible for the payment of compensation and all statutory benefits of their Employees and the Employees shall be informed that they are not entitled to any of the employee benefits of the other Party. The Employees of both Parties shall affirm they are not employees of the other Party for any purpose and that they shall not exercise any rights, seek or be entitled to any benefit accruing to the regular employees of the other Party.
- 3.2 Neither this Agreement nor the disclosure or receipt of any information shall constitute or imply any promises or intention to enter into a partnership, principal and agent relation, Employee and Employer, agency or joint venture between the Parties to make or purchase any products or services by either Party.

## 4. INTELLECTUAL PROPERTY

- 4.1 With respect to the Services performed by the Parties, both Parties acknowledge that they will have exclusive, unlimited ownership rights to all copyright, title and other IP ownership in and to Services provided by them including derivatives therefrom. Both Parties acknowledge and agree that they shall not assume, by virtue of this collaboration, ownership or any rights whatsoever in any manner over any content, name, logo or other intellectual property of the other Party. Both Parties shall neither disclose, share, part with Intellectual Property Rights related information of the other Party to any third party nor use the information for their own benefit.
- 4.2 Nothing contained herein shall be construed as granting or implying any transfer of rights (including license rights) to the other Party in the confidential information or other intellectual property relating to the other Party.
- 4.3 Service Partner hereby grants the Company a right to use their name/logo for the purpose of promoting the Services as detailed in this Agreement through any form of private communication or public advertisements including print, electronic, radio, banners, wall painting etc.
- 4.4 Company hereby grants the Service Partner, a right to use their name/logo for the purpose of promoting the Services as detailed in this Agreement, as per the branding guidelines of the company, through any form of private communication or public advertisements including print, electronic, radio, banners, wall painting etc.
- 4.5 Both Parties shall, upon the request of the other Party, or upon the termination, cancellation or expiration of this Agreement, within 30 days return to the other Party, all materials, information and/or deliverables prepared or developed as a result of the Services, which belong to the other Party in terms of this Agreement.
- 4.6 The Service Partner shall ensure that no training modules, teaching processes and/or business processes and databases of the Company are at any point of time reproduced, unauthorized used and/or distributed on any occasion and/or for any reason whatsoever without prior written consent taken from such persons as are duly authorized by the Company. The consent of the authorized person and such letter seeking such consent shall expressly state the materials to be reproduced and/or transmitted and the specific purpose for which the same needs to be done.
- 4.7 The Service Partner agrees and undertakes to protect the trade secret and business processes of the Company and make sure that their confidentiality is not breached by any of its employees, agents or sub-contractors.

  
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**SUBHAMOY ROY**  
  
Project Head  
Edubridge Learning Pvt Ltd



4.8 The Service Partner shall by no means whatsoever use any business processes or intellectual property generated by the Company, received during the duration of this Services Agreement for any commercial and/or non-commercial purpose except in connection with the Services to be provided by him under this Services Agreement.

#### 5. CHARGES AND PAYMENT

5.1 The charges for the provisions of the Services are set out in **Annexure 1**. Unless otherwise specified in **Annexure 1**, all such charges will remain fixed for the Initial Term and for an Additional Term. Any increase in any rates of existing Taxes or the levy of any new or additional Tax on the Services under applicable law shall be borne by the Service Provider, unless otherwise agreed in writing between the Parties.

5.2 The Service Provider shall be entitled to invoice the Service Recipient for tax payable to Indian tax authorities in accordance with applicable law, for Services rendered in accordance with this Agreement. Such tax shall be separately identified in the invoices delivered by the Party raising the invoice, pursuant to this Agreement. The Service Recipient will be responsible for reimbursing the tax on the Services at the charges set forth in Annex 1.

5.3 The Service Provider shall submit one invoice in respect of the Service Charges/Fee to the Service Recipient on a consolidated basis for all of the Services together within 5 days following the end of each month. Each invoice shall be accompanied by a detailed breakdown of the invoice and all supporting documents and calculations in line with the agreed pricing as per **Annexure 1**.

5.4 All Service Charges/Fee due shall be paid by the Service Recipient within 30 working days of receipt of the Service Provider's invoice.

5.5 Any and all sums payable under this Agreement, unless otherwise stated, are inclusive of applicable Taxes and shall be paid by the Service Recipient to the Service Provider subject to applicable statutory tax withholdings. The Service Recipient shall additionally be responsible for the payment of all taxes relating to the provision of the Services received.

5.6 Provided however that the Company may, in its sole discretion, change the amount of any Service Fees, at any time with 30 days' notice to the Service Partner ("Pricing Change Notice"). The Service Partner's continued use of the Partner Services after receipt of such Pricing Change Notice will be deemed to be acceptance of the new Service Fee. If a Service Partner does not agree to a change in the Service Fees, their sole recourse will be to cease using the Partner Services.

5.7 The Service Partner agrees and consents that the Company shall have full access to its accounts and/ or records to the extent necessary to verify and audit Service Partner's billing procedures in relation to this Services Agreement, provided that the Company agrees to keep all such information confidential. The Company shall have the right, at any time, to review and audit the bills, and in the event that the Company believes the bills are not prepared by Service Partner in good faith and a reasonable manner, the Company may request that the bill be independently reviewed and adjusted by an independent certified public accountant reasonably acceptable to the Company and Service Partner.

#### 6. WARRANTIES AND UNDERTAKINGS

6.1 Each Party represents and warrants to the other Party as follows:

- (a) it is validly incorporated under applicable law and continues to remain in existence (applicable only to incorporated entities), has all necessary authority to sign and deliver this Agreement and exercise its rights and perform its obligations under this Agreement;
- (b) this Agreement constitutes legal, valid, and binding obligations of such Party and is enforceable against it in accordance with its terms;

6.2 In addition to Clause 6.1, the Service Provider undertakes to the Service Recipient as follows:

- (a) that it will provide the Services in a timely, competent and professional manner by appropriately skilled, experienced and qualified personnel having at all times due regard to the Service Recipient's business operations.
- (b) that it shall ensure that all Recipients comply with the confidentiality obligations detailed in this Agreement;
- (c) that it will provide the Services in accordance with all applicable laws and regulations; and
- (d) that it has all necessary skill-sets, rights, authorisations and licences to provide the Services.

#### 7. INDEMNITY AND LIMITATION OF LIABILITY

7.1 In the event of any proven breach by a Party of any representation, warranty, covenant, or agreement made or given by it in this Agreement (including the confidentiality obligations under Clause 12), such Party undertakes to indemnify and hold harmless the other Party, its Affiliates, directors, officers, employees, agents and representatives to the extent of any and all Damages suffered or incurred by them in relation to such breach of representation or warranty, covenant or agreement.

7.2 In no event shall a Party be liable to the other, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.

7.3 It is understood and agreed that in the event of a breach of the obligations of confidentiality by the Recipient, damages may not be an adequate remedy and the Disclosers shall be entitled to apply for appropriate injunctive relief to restrain any such breach, threatened or actual.

7.4 The Service Partner hereby agrees to indemnify, keep indemnified and hold harmless Company and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action



and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), expenses associated therewith (including the payment of reasonable legal charges and disbursements) and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other reasonable professional costs and expenses arising out of or in connection with any breach by the Service Partner of any term of this Services Agreement or arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failures to act), of the Service Partner or any person (other than Company) acting on its behalf, including, without limitation any action brought in connection with any Data Protection Legislation, Intellectual Property Rights, or a Customer visit to the Service Partner's place of business.

7.5 This Section shall survive the termination or expiry of this Services Agreement.

#### 8. COVENANTS OF THE SERVICE PARTNER AND THE COMPANY:

The Service Partner covenants with the Company as follows:

- a) That it is running its business with compliance to the laws of India/he or she is at least eighteen (18) years of age managing a registered business or is an authorized signatory of duly incorporated business
- b) That it is an independent contractor which has agreed to provide Partner Services (as defined hereinabove) to customers in accordance with referrals made by the Company and mutually agreed between the Parties from time to time.
- c) That it has all necessary approvals, sanctions, capacity and is properly authorized and licensed to enter into this Services Agreement and to perform its obligations hereunder.
- d) That the execution and delivery of this Services Agreement and the performance of the transactions contemplated hereby have been duly authorized by it.
- e) That it shall comply with all applicable laws and advertising regulations in the marketing, sale and provision of the Partner Services and shall obtain all licenses, consents, authorities, qualifications and insurance it is either necessary or reasonably prudent for the Service Partner to obtain in respect of all its business activities and personnel (but especially in connection with the provision of Partner Services).
- f) That it shall exercise extreme assiduousness in maintaining high standards of overall work executed for the Company and its clients. In an event of such standard not being met, the Company can warn the Service Partner of the faltering standards and has the right to further terminate this Services Agreement thereafter with a 30 day notice period;
- g) That it shall exercise reasonable due diligence and professional skill and care in performance of all his duties, covenants and obligations under this Services Agreement.
- h) That it shall be responsible for timely delivery of Partner Services and shall designate sufficient skilled staff to complete the same in a time bound manner as expressly agreed between the parties.
- i) That it shall further ensure additional staff to complete any additional work provided by the Company, have necessary training and experience to develop, perform or execute the said work in the manner specified and expected by the Company.
- j) That it shall, in addition to the terms and conditions stated herein, also diligently follow and abide with the rules, regulations and such other practices, systems, procedures and policies framed, amended, modified or omitted by the Company from time to time, as codified in the Policy Manual of the Company.
- k) That it shall also be governed by applicable law, rules, regulations, and orders having the force of law as may be applicable to the Company and to him from time to time.

The Company covenants with the Service Partner as follows:

- l) That it has full corporate power and authority to execute, deliver and perform this Services Agreement;
- m) That the execution of this Services Agreement and the implementation of the terms and conditions contemplated hereby do not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any third party;
- n) That the execution of this Services Agreement does not violate any statute, regulation, rule, order, decree, injunction or other restriction of any governmental agency to which it is subject or any of the provisions of its' constitutional documents.

Any breach of the covenants detailed in this Section will be a material breach of this Services Agreement.

#### 9. CUSTOMER SERVICE AND COMPLAINTS

The Service Partner agrees and consents that

- a) It shall use best endeavors to provide top quality Partner Services to the Company and shall promptly deal with any enquiries, matters or issues relating to enrolment of candidates;
- b) It shall acknowledge all complaints and shall respond to the relevant customer within 48 hours of the Service Partner's receipt of a complaint, whether the complaint has come directly from the Customer or via Company.
- c) It shall make all efforts to reach a resolution to any complaints within 14 days, and must notify Company of any correspondence between the Service Partner and the Customer relating to the complaint and generally keep Company apprised of its progress and the status of the complaint.



- d) The Service Partner hereby acknowledges and accepts that the Company shall be maintaining a reviewing platform, upon which customers may post publicly viewable reviews about their experiences with the Service Partner (particularly in relation to the Partner Services). The Service Partner further acknowledges that a selection of reviews from preceding months can also be made available on the website of the Company (if applicable). The Service Partner should note that this platform may not be opted out from, and may from time to time contain negative reviews and/or feedback from Customers, which is outside Company's control.

10. **NON-COMPETITION**

The Service Partner hereby acknowledges that during the course of his/her/its engagement/association with the Company, he/she/it will become familiar with the Company's trade secrets and with other confidential information concerning the Company and its group companies and that the Partner Services will be of a special, unique and extraordinary value to the Company. Accordingly, the Service Partner hereby agrees that, he/she/it shall not, for a period of twelve (12) months following the termination of this Services Agreement, directly or indirectly, by himself or through any affiliate,


- a) Own (including owning any shares in any entity), manage, control, participate in, consult with, finance, render services for, or otherwise engage in any business competing with the business of the Company or its group companies within India, or with an intent to compete with the business of the Company or its group companies within India;
- b) Engage in, continue in or carry on any business which competes with the Company in the Company's Business or which is substantially similar thereto;
- c) Consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or other business organization which is now or becomes a competitor of the Company if the principal purpose of such consultation, advice or assistance is to permit such corporation, partnership, firm or business organization to compete with the Company in the Company's Business, including, but not limited to, advertising or otherwise endorsing the products of any Competitor of the Company for such purpose; soliciting customers or otherwise serving as an intermediary for any such competitor of the Company for such purpose; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction with any competitor of the Company for such purpose;
- d) Undertake any business with or solicit the business of any person, firm or company who shall have been a customer or partner of the Company and with whom any executive of the Company or its subordinates has dealt with during the then immediately preceding 12 months which might adversely affect the Company's business relationship with such customer or partner, unless such solicited business relates to the Company's Business; or
- e) Engage in any practice, the purpose of which, is to evade the provisions of his covenant not to compete.

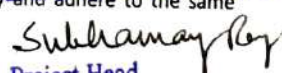
11. **NON-SOLICITATION**

Throughout the term of the Service Partner's association/engagement by the Company and for a period of twenty-four (24) months following the termination of this Services Agreement, he/she/it shall not, directly or indirectly, solicit or attempt to solicit any existing client or vendor of the Company or employ, solicit for employment, or advise or recommend to any other person, firm or corporation any personnel of the Company. The Service Partner hereto also agrees that the Company may suffer irreparable harm from a breach of the covenants or agreements contained in this Clause, and that monetary damages may be inadequate to compensate the Company for any such breach. Accordingly, the Service Partner shall agree that in the event of any breach of this Clause, the Company or its Affiliates, successors or assigns shall be entitled to temporary and permanent injunctive relief to enforce or prevent any violations of this Clause and that such relief may be granted without the necessity of proving actual damages. Such injunctive or equitable relief shall be in addition to and not in lieu of any right to recover money damages for any such breach.

12. **CONFIDENTIALITY**

- 12.1 Both Parties acknowledge that they shall, in the course of performing their responsibilities under this Agreement, be exposed to or acquire Confidential Information of the other Party or its Affiliates (collectively the "Disclosers") or their clients or to third parties to whom the Disclosers owe a duty of confidentiality. Both Parties agree to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, licence, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the performance of this Agreement.
- 12.2 Both Parties shall not publicize, disclose or allow disclosure of any information about the Disclosers, their present or former directors, officers, employees, agents or clients, their or their business and financial affairs, personnel matters, operating procedures, organization responsibilities, marketing matters and policies /procedures, with any Person, or take any other action seeking to publicize or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audiotape or any other medium.
- 12.3 Both Parties shall ensure that access to Disclosers is given only on a need to know basis to such employees and other personnel who are directly involved with carrying out the Services, in furtherance of the Agreement; they will ensure that such employees or other personnel who have access to the Disclosers are bound by and adhere to the same

  
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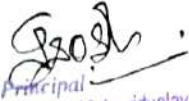
  
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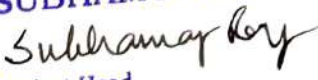


- standards of security and confidentiality as are applicable to them , whether by way of executing separate confidentiality agreement with each such employee or otherwise.
- 12.4 In the event either Party subcontracts its obligations under the Agreement, it shall ensure that the sub-contractor abides by and is subject to the terms and conditions of this Agreement.
- 12.5 If any of the Parties, their employees, sub-contractors, agents representatives or other Person exposed to Confidential Information in accordance with the terms of this Agreement (the "Recipient") is/are requested to disclose all or any part of any Confidential Information or Disclosers under a summons or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or similar Person or which is otherwise required to be disclosed by law, statute or regulation, the Recipient shall disclose the same for the reasons herein mentioned in this clause and shall immediately notify the other Party of the existence, terms and circumstances surrounding such request.
- 12.6 Confidential Information shall not include information that is:
- (a) in or becomes part of the public domain other than by disclosure by the Recipient in violation of this Agreement;
  - (b) demonstrably known to the Recipient previously, without a duty of confidentiality;
  - (c) independently developed by the Recipient outside of this Agreement;
  - (d) rightfully obtained by the Recipient from third parties without a duty of confidentiality; or
  - (e) which is required to be disclosed by law, statute or regulation.
- 12.7 Both Parties shall ensure that they have in place, requisite technical and organizational measures that are necessary and aimed at protecting the Disclosers against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.
- 12.8 Both Parties will ensure that except as otherwise expressly authorized by the other Party, they will not make any copies or duplicates of the Disclosers otherwise than for the intended purpose as stated in this Agreement.
- 12.9 Both Parties confirm that if any unauthorized use or disclosure of the Disclosers, or breach of the Agreement occurs and is within the knowledge of the Party, or the Party subsequently becomes aware of the unauthorized use or disclosure or breach of the security measures, as the case may be, they shall immediately report the same to the other Party. They shall provide a detailed report of such breach as requested by the other Party.
- 12.10 That reasonable steps will be taken to delete information on any specific Disclosers, on obtaining the specific written request from the other Party, within 15 (fifteen) days of such a request.
- 12.11 Upon the termination of the Agreement (or earlier if requested by the other Party), both Parties shall return to the other, all copies of documents, papers or other material which may contain or be derived from the Confidential Information, which are in their possession or control, within 30 (thirty) days of such a request being received by the other Party, together, if requested, with a certificate signed by them in form and substance satisfactory to the other Party, stating that all the Confidential Information has been returned.
- 12.12 Confidential Information shall be used by both Parties exclusively in connection with the performance of Services now or in the future to be performed by them under this Agreement.
- 12.13 Both Parties will hold Confidential Information in strict confidence and will not, nor will they permit any agent, servant or employee to, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to any person, company or corporation, including any partner or employee of the Parties who does not have a need to know the Confidential Information.
- 12.14 Upon the termination of the services to be performed by them (or earlier if requested by the other Party) both Parties shall return to the other, all copies of documents, papers or other material relating to the other Party or obtained or developed in the course of performing services for the other Party.

### 13. TERMINATION

- 13.1 Unless terminated earlier pursuant to the terms hereof, this Agreement shall continue in force during the Initial Term and Additional Term, if any,
- 13.2 Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate this Agreement forthwith by notice if:
- (a) the other Party shall have committed a Breach of this Agreement and either such Breach is incapable of remedy or shall continue un-remedied for thirty (30) days after a notice specifying the breach and requiring the same to be remedied has been given to the defaulting Party; or
  - (b) if (save in relation to a re-organization, re-construction or amalgamation not affecting the credit-worthiness of the other party):
    - (i) an order is made or resolution is passed for the winding-up of the other Party or if a provisional liquidator is appointed in respect of the other Party;
    - (ii) a receiver (which expression shall include administrative receiver) is appointed in respect of the other Party or all or any of its assets.
- 13.3 Notwithstanding anything to the contrary contained in this Agreement, either Party may, by giving 90 (ninety) days prior written notice to the other Party, terminate this Agreement.
- 13.4 The Company shall be entitled to terminate this Services Agreement with immediate effect by written notice to the Service Partner if:

  
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Shyampur Siddheswari Mahavidyalaya  
Ajodhya, Howrah

**SUBHAMOY ROY**  
  
Project Head  
Edubridge Learning Pvt Ltd



- a) the Service Partner commits a material breach of any of the provisions of this Services Agreement (as defined throughout this Services Agreement), and either that breach is not capable of being remedied or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- b) the Service Partner is in persistent non material breach (whether remediable or not) of any of the provisions of this Services Agreement;
- c) the Service Partner goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the Company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Services Agreement);
- d) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Service Partner;
- e) the Service Partner makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- f) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Service Partner; or
- g) the Service Partner ceases, or threatens to cease, to carry on business.

Provided further that pursuant to termination of this Services Agreement:

- h) The Service Partner shall have no further right to act on behalf of the Company;
- i) The Service Partner cannot be engaged as an individual/investor/shareholder or in any capacity in any activity that is competing in nature with the Company's Business;
- j) the Service Partner will immediately deliver to the Company, all correspondence, manuals, orders, letters, notices, notebooks, reports, programs, proposals and any documents and copies concerning the Company's customers or concerning products or processes used by the Company and will promptly deliver to the Company any and all other documents or material containing or constituting Confidential Information.
- k) Termination of this Services Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

#### 14. CONSEQUENCES OF TERMINATION

14.1 Following service of a notice pursuant to Clause 9.3 terminating this Agreement, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement in effect at such time and comply fully with its obligations hereunder and it shall not in any way hinder or interrupt the performance of this Agreement during any period between the date of service of a termination notice and the date of actual termination. In addition, both Parties shall return all Confidential Information as well as other documents, material and other property belonging to the Disclosers which may be in their possession or any of its personnel within 30 days from the date of termination of the agreement. Both Parties shall fully cooperate with each other and their third party service providers to endeavor a smooth transition of the provision of Services to the other Party or an alternate third party service provider.

14.2 On termination of this Agreement for whatever reason:

- (a) Both Parties shall render an invoice in respect of any Services performed since the date of the last invoice; and
- (b) Both Parties shall pay the undisputed amounts of such invoice in accordance with the provisions of this Agreement.

14.3 Termination shall be without prejudice to any rights or remedies either Party may have against the other in respect of any antecedent breach of the terms of this Agreement.


#### 15. ARBITRATION

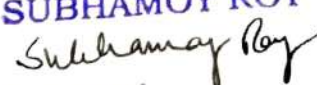
15.1 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by either Party has been legitimate, the Parties shall endeavor to settle such dispute amicably.

15.2 In the case of failure by the Parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a panel of three arbitrators, with both Parties appointing one arbitrator each and the arbitrators so appointed nominating a third arbitrator. The place of arbitration proceedings shall be Kolkata, West Bengal, India. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The arbitrators shall also decide on the costs of the arbitration proceedings.

15.3 The arbitrator's award shall be substantiated in writing and the award shall be enforceable in the competent courts at West Bengal, India.

15.4 The provisions of this Clause shall survive termination of this Agreement.

  
 Shyamprasad  
 Shyampur Siddheswari Mahavidyalaya  
 Ajodhya, Howrah

**SUBHAMOY ROY**  
  
 Project Head  
 Edubridge Learning Pvt Ltd

## NOTICES

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by electronic transmission, and then confirmed by postage, prepaid registered airmail or by internationally recognised courier service, in the manner as elected by the Party giving such notice to the following addresses:

(a) In the case of notices to the Service Partner:

Address: Shyampur Sidhheswari Mahavidyalaya, P.O - Ajodhya, Dist . Howrah , PIN 711312 West Bengal

Attention: Dr. Santu Kumar Bose

Telephone: 03214 261221

Email: [ssmahavidyalaya@gmail.com](mailto:ssmahavidyalaya@gmail.com)

(b) In the case of notices to the EduBridge:

Address: Reg. Office - 1/1, Pollock Street, Kolkata – 700001

Head Office - #401, Kushwah Chamber, 702 Makwana Rd, Gamdevi, Marol, Andheri (E), Mumbai -59

Attention: Girish Singhania

Telephone: 9833924911

Email: [girish@edubridgeindia.com](mailto:girish@edubridgeindia.com)

16.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered airmail.

16.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 30 days' prior written notice.

## 17. MISCELLANEOUS

### 17.1 Reservation of rights

No forbearance, indulgence or relaxation or inaction by a Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by a Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

### 17.2 Severability

The Parties agree that the covenants, obligations and restrictions in this Agreement are reasonable in all circumstances. In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this Agreement will not be in any way affected or impaired by such a finding.

### 17.3 Assignment

No Party shall be entitled to assign, sub-contract, transfer or otherwise deal with this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party.

### 17.4 Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by both Parties.

### 17.5 Entirety

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral.

### 17.6 Counterparts

This Agreement has been executed in duplicate, each of which shall be deemed to be an original, and shall become effective when the Parties have signed both the sets.

### 17.7 Governing law and jurisdiction

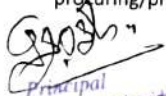
This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 12 (Arbitration) of this Agreement, the courts at West Bengal, India shall have exclusive jurisdiction over any claims, disputes, differences and/or any other matter/issue in relation to this Agreement.

### 17.8 Costs

Save as otherwise provided in this Agreement, each Party shall bear its own costs (including Taxes) and expenses incurred in connection with the execution of this Agreement and all transactions herein envisaged. Stamp duty on this Agreement shall be borne equally by both Parties.

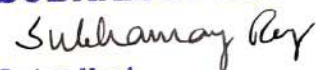
### 17.9 Non-exclusivity:

Nothing in this Agreement shall be construed as creating any obligations of exclusivity on the Parties. The Parties shall, at all times, be entitled to enter into similar arrangements with other third parties for the purpose of procuring/providing services similar or identical to the Services.

  
Principal

Shyampur Siddheswari Mahavidyalaya  
Ajodhya, Howrah

**SUBHAMOY ROY**



Project Head

Edubridge Learning Pvt Ltd



17.10 **Non-Solicitation. (To be agreed based on partner)**

Both Parties agree that during this agreement or for a period of one (1) year after termination of this Agreement, they shall not employ, solicit for employment, or recommend for employment any person employed by the other Party, unless agreed mutually.

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

  
BY THE "SERVICE PARTNER"


  
BY THE "EDUBRIDGE"

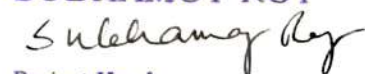


Shyampur Siddheswari Mahavidyalaya  
Through its authorised signatory  
Name: Dr. Santu Kumar Bose  
Designation: Principal



EBSC TECHNOLOGIES PRIVATE LTD  
Through its authorised signatory  
Name: Mr. Subhamoy Roy  
Designation: AVP – BU EAST

  
Principal  
Shyampur Siddheswari Mahavidyalaya  
Ajodhya, Howrah

**SUBHAMOY ROY**  
  
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## ANNEXTURE 1


### MEMBERSHIP PLANS – COLLEGE2CAMPUS

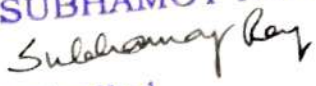
Based on your requirement, we would like to recommend Platinum College2Campus Membership Packages for your esteemed institution from below various options.

	Silver	Gold	Platinum
Minimum number of students required	300	100	200
Student Dashboard	EduBridge branding	Co-branded	Co-branded
Access to Free Courses	✓	✓	✓
Resume Builder	Premium version for Free	Premium version for Free	Premium version for Free
E-Career Counselling		✓	✓
Skilling Lab* as per UGC Guidelines		✓	✓
Placements Lab* with CareerBridge		Guest Lectures	Guest Lectures + Job Portal + Job Fairs
Dedicated Placement Manager* with CareerBridge			✓
Faculty Development (TTT)		Once a year	Twice a year
Other Co-Branding opportunities			✓
Scholarship on Fees for all EON Courses*		10%	20%

Skilling Lab*	Student Year	Non-Engineering	Engineering	Total Duration
Communication Bridge	1 <sup>st</sup>	Only soft skills		100 hours
Skills Bridge	2 <sup>nd</sup>	21st Century skills (problem solving, critical thinking, aptitude, etc.)		100 hours
Professional Bridge	3 <sup>rd</sup>	Pre Job-ready training (BFSI/Advanced IT-ITeS/Retail/Hospitality/Healthcare/Logistics) + Job readiness skills	Pre Job-ready training (Advanced IT-ITeS)	180 hours
Career Bridge	4 <sup>th</sup>		Job readiness skills	60 hours

Placements Lab*	Co-Branding	Faculty Development Plan	Dedicated Placement Manager*	Job Fair*
For eligible students & courses only	Website	Faculty Development Plan for 10 Days on Weekends for your staff	3 Interviews	Min. 3 companies
Job Portal	Certificate		3 Mock Interviews	
Guest Lectures			1-on-1 Career Counselling	

  
 Project Head  
 Shyampur Siddheswar Mahavidyalaya  
 Ayodhya, Howrah

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### MEMBERSHIP PLANS – COLLEGE2CAMPUS

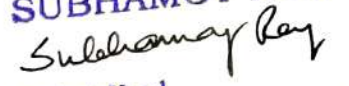
Based on your requirement, we would like to recommend Platinum College2Campus Membership Package for your esteemed institution from below various options.

	Silver	Gold	Platinum
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