

SERVICE AGREEMENT

This **SERVICE AGREEMENT** is made and entered into this **30 June, 2017**.

BY AND BETWEEN

Conduira Education & Training Services Private Limited, a company incorporated under the [Indian] Companies Act, 1956, having its registered office at Vaibhav Enclave, Plot- 83, Arunodaya Complex, 1-98/7/3, Madhapur, Hyderabad - 500 081 (hereinafter referred to as 'CETS', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

AND

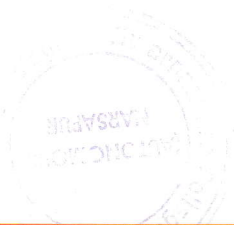
Swarnandhra College of Engineering And Technology, Narsapur organized under the Indian Laws having its principal place of business at Narsapur, Andhra Pradesh - 534280, **INDIA** (hereinafter referred to as 'Member', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART.

(CETS and Member are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS CETS is inter alia in the business of providing e-learning solutions and is responsible for the functioning of its websites **www.conduira.com** and **www.conduiraonline.com**.

WHEREAS Member is in the business of 'Education Provider' and is desirous of taking service from CETS as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate CETS's e-learning solution



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NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HERINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. SERVICE DETAILS:

The details of the service that Member has agreed to take from CETS are as follows ("Service"):

Member Name :	Swarnandhra College of Engineering And Technology, Narsapur
Service:	Access to CETS' conduiraonline.com services as elaborated below
Start Date :	15 July, 2017
End Date :	14 July, 2018
Number of Logins	700

Item#	Product	Features Included
1.	Online Campus Recruitment Training	<ul style="list-style-type: none"> ✓ Student Access to <ul style="list-style-type: none"> ○ Learning Center <ul style="list-style-type: none"> ▪ 900+ Learning Videos ▪ 755+ Chapter Tests ○ Test Center <ul style="list-style-type: none"> ▪ 250+ Hours of Testing Content ▪ 60+ Module Tests ○ Vocab Prep - Vocabulary Tool ○ Blogs & Discussion Forms ✓ College Admin Login Access

Price of Service (per login)	Rs. 400 + GST
Value of Service (for 700 logins)	Rs. 2,80,000/-
Add: GST (as per GOI norms, 18%)	Rs. 50,400/-
Total Invoice value (including GST for 700 logins)	Rs. 3,30,400/-



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2. PRICE:

In consideration of the Service as per Clause 1 above, the Member agrees to pay to CETS a sum of **Rupees Three Lakh Thirty Thousand Four Hundred only**(including GST) - as per the details mentioned above. This pricing applies to the current service offering only and may be subject to revision for subsequent transactions.

3. TERM:

This Agreement shall be valid for **Twelve Months** and be in force from **15 July, 2017** till **14 July, 2018** ("Term")

4. PAYMENT TERMS:

(a) The Member shall pay the Total Price to CETS, as per the following payment terms:

Payment Due Date	Value of Service	Total Invoice Value Including GST
10-07-2017	70,000	82,600
10-09-2017	1,40,000	1,65,200
10-11-2017	70,000	82,600

(All payments to be made in favor of "Conduira Education & Training Services Private Limited")

(b) An invoice for the Total Price will be issued by CETS to the Member within 7 days of signing of this Agreement. This would be sent to the above-mentioned address unless otherwise a different address for billing is specified by Member under section "Member's Address for Invoicing/Correspondence" herein below and shall be payable as per the aforesaid payment terms. All invoices are payable to CETS in full, on or before the due date of the invoice as per the said payment terms. In the event any payment is not made within the said period, CETS shall, without prejudice to its other rights under this Agreement or in law, have the right to terminate this Agreement and / or deactivate Member's account without any liability to Member.



Member's Address for Invoicing / Correspondence:

Swarnandhra College of Engineering and Technology
Narsapur, West-Godavari
Andhra Pradesh -534280, India.

Contact Name: Ms. Kiran Mayi

Email: trainingdiv@swarnandhra.ac.in

Tel- +91-9849940898

5. IMPLEMENTATION AND TRAINING:

- (a) CETS may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other service purpose.
- (b) CETS would provide the necessary training for the moderators selected by the Member for successful implementation of the Service at the start of the program. This training would include how to manage moderator and student logins, manage the workflow, and escalate issues to CETS as detailed in Clause 7(i).

6. CETS' OBLIGATION:

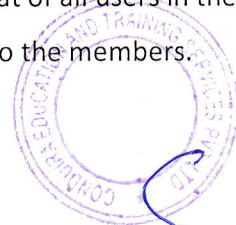
- (a) To provide online customized platform to the Member on **www.conduiraonline.com**
(Website)
- (b) To assist Member for online implementation of e-learning solution for registered users as per the agreed Day Plan.
- (c) Provide the following assistance to Member on issues raised as per Clause 7 (i) related to the implementation of e-learning solutions.
 - (i) Acknowledge the messages related to problem within 12 working-hours of their receipt from the Members
 - (ii) Address the Member's issues within 48 working-hours of the above acknowledgment

7. MEMBER'S OBLIGATION:

- (a) Shall provide CETS the name of its authorized representative who shall serve as single point of contact with CETS.
- (b) Shall provide the information sought by CETS in requisite format of all users in the Admin Module of **www.conduiraonline.com** to provide login facility to the members.



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Sumanth

- (c) Shall be responsible for appropriate use of the Services subscribed under this Agreement, and Terms & Conditions mentioned in www.conduiraonline.com.
- (d) Undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates (its own students as indicated by this agreement) and not for its commercial use / purpose.
- (e) Undertakes that there would be no unauthorized/fraudulent use of user content: Member shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement is prohibited. CETS shall have the sole right to decide as to what constitutes as a breach of these requirements by Member.
- (f) Member shall raise any operational issue hindering the implementation of the Service to CETS in writing using the "Help" section available in the website.

8. OTHER TERMS:


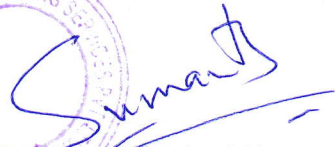

- (a) Member shall share details of students selected by various companies, along with the companies selected to. This information will be kept confidential by CETS and will be used for analytics and improving the algorithms for future batches. CETS would refrain from sharing this information with any third party without a written authorization from the member.
- (b) CETS can send notification regarding its other products to the member's students in this platform.
- (c) CETS can seek student and Member's feedback/ testimonials from time-to-time and the same can be used by CETS for its branding purpose.



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

SIGNED ON BEHALF OF THE MEMBER :	SIGNED ON BEHALF OF CETS :
Name: Dr. S Ramesh Babu	Name: Mr. Sumanth Palepu
Title / Designation: Secretary	Designation: Chief Marketing Officer (CMO)
College: Swarnandhra College of Engineering And Technology	Phone: 9666003735
Address: Narsapur, West-Godavari, Andhra Pradesh	Email: sumanth.palepu@conduira.com
City & Pin Code: Narsapur-534280	For Conduira Education & Training Services Pvt. Ltd   Authorized Signatory
Email:	
Phone: 9849124491	
Fax:	
Signature: 	



SERVICE AGREEMENT

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BY AND BETWEEN

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AND

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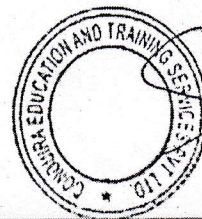
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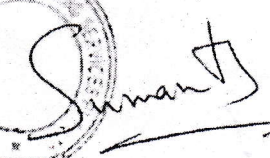
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Narsapur, West-Godavari
Andhra Pradesh -534280, India.

Contact Name: Ms. Kiran Mayi

Email: trainingdiv@swarnandhra.ac.in

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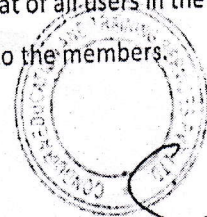
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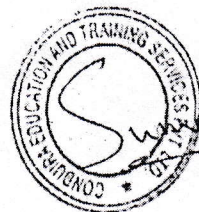
- (c) Shall be responsible for appropriate use of the Services subscribed under this Agreement, and Terms & Conditions mentioned in www.condulraonline.com.
- (d) Undertakes that the Services subscribed by It under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates (its own students as indicated by this agreement) and not for its commercial use / purpose.
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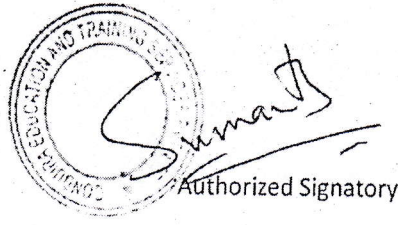
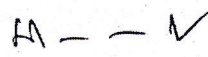
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Title / Designation: Secretary	Designation: Chief Marketing Officer (CMO)
College: Swarnandhra College of Engineering And Technology	Phone: 9666003735
Address: Narsapur, West-Godavari, Andhra Pradesh	Email: sumanth.palepu@conduira.com
City & Pin Code: Narsapur-534280	For Conduira Education & Training Services Pvt. Ltd  Authorized Signatory
Email:	
Phone: 9849124491	
Fax:	
Signature: 	



Conduira Education & Training Services Pvt. Ltd.

Hyderabad

First Floor, Bhavani Brij
Plot No. 1-90/B/D/8/A
Madhapur
Hyderabad -500 081

+91-40-42000123

Visakhapatnam

48-3-26
Sri Nagar
Rama Talkies
Visakhapatnam -530 016

+91-891-6677788

www.conduira.com

www.conduiraonline.com

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
ENGINEERING & TECHNOLOGY
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.

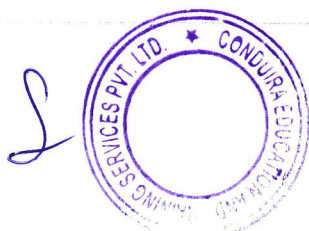
3.6. Collection from Students

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

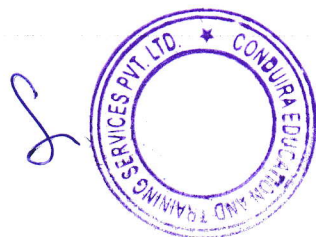
- 4.1. The Business Associate acknowledges and at all times agrees to act for the limited and exclusive purpose of the Agreement. The Business Associate and COL are independent parties. Nothing in this agreement will be construed to make either party an employee, joint venture or legal representative 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 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.

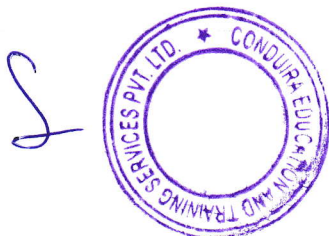
8.1.2 Arising due to the failure of the Business Associate to provide the collections received from the student in COL's name to COL within one (1) working day of receipt of the same.

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.

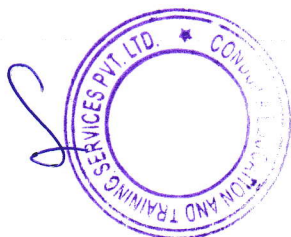
9.7 Waiver - The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or waiver of any other rights or remedies.

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

Annexure A: Financial Terms

- Initial BA Fee (non-refundable, one time): INR 1,00,000 (In some cases this can be delayed and adjusted against first tranche of the commission)
- Processing Fee* (per student): This would vary from Country to Country. Though the BA can charge anything basis the local market conditions, the amount to be transferred to COL would be as below:
 - for USA and Canada: INR 5,000 and for any other country: INR 2500. The BA may however charge from the student any Processing Fee as defined by the local market conditions.
 - In case of combination of countries -100% of the larger plus 50% of the other (for example, if a student wishes to apply to both USA and UK, the amount would be 100% of the US fee (being higher), plus 50% of the UK fees.
 - Charges for the other value-added offerings would be declared from time to time
- Commission to be shared with BA would be 70:30, with BA getting the former.
 - Commission Payout: within the three months, after student pay the full tuition fee to the College (semester wise)
 - Centers converting more than 50+ students to partner colleges in the first year, will be paid additional 5% (of the commission computed above) as Bonus and for 100+ students - an additional 10%. For subsequent years, the number of students for this bonus would be finalize later.
- In cases where there are multiple BAs in a region, student can choose to get their Admission processing done by any BA or sometimes both of them, because of the convenience of location or any other reason. In such cases the BA who first gets the lead and initiates the process by collecting the processing fee and logging into the system is referred to as the Acquirer and would be given 40% of the commission fee. In case, the student chooses to get their application processing done through another BA in the same region, the second BA is referred to as the Servicer and would be given 30% of the commission fee.
- For all value-added services – including Bank Loan etc., COL would be sharing the commission with the BA. This value of commission share, and value-added services would be informed from time to time.
- Other expenses chargeable from the student (mentioned in Annexure D, at the end), would be collected by the BA and transferred to COL.
- BA is responsible for tracking the student joining in the University/ College and needs to submit a copy of student's identity card once the student receives the same from the college, for any processing of commission fee payment.
- BA/ or their Team will be required to attend periodic training programs conducted by COL in its own premises or online - at their own cost.
- In case of a COL expert request from the BA to brand and promote any partner center, the cost of Travel and stay of that expert to be borne by the BA center.
- BA is expected to follow the systems, accounting and values directed by COL
- BA would be required to prominently display the logo of COL (along with BA's own logo), with added sentence "Business Associate of COL", the COL being the logo there. This should be displayed in all the name plates / promotional material. All these have to be vetted and approved by COL before being displayed.



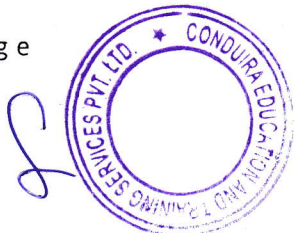
*Prices wherever mentioned, exclude the GST and other applicable taxes

Note:

1. Commission is charged on the course tuition fees after the scholarship for some Universities.
2. The commission amount is payable in Indian rupees only (INR)
3. All commission amounts are subjected to TDS and GST, if applicable
4. Pan Number must be provided for the payments to pass through
5. The prevailing exchange rate on the date of receiving the funds from the University will be taken into consideration.
6. If the student has not enrolled/withdrawn from the University. Commissions will not be paid.
7. Commission is paid on those funds that have been received by the University
8. If student pays only part of the tuition fees and withdraws then no commission would be paid.
9. Commission for few Universities is paid in 2/3 installments and on the fees that is received by the University

Annexure B: Business Target

There will be periodic monitoring of Partner performances by COL Regional Heads and KAMs. BA -is expected to support on the same.



Annexure C: Prescribed Region

The Prescribed Region for this agreement is defined as: <Name of the Region, City, State>

Note: This is a non-exclusive agreement even for the above said Prescribed Region.



Annexure D: The detailed Process

The Primary Offering:

COL would help understand the student profile, help improve it, if possible, and then help student get into the right-fit school basis his/her goals and profile.

Note: Student would have to incur additionally the following costs (this is not a very comprehensive list, and a few of these costs may not be required, basis the colleges shortlisted)

- SOP and LOR Documentation
- Application Fee for Schools
- GRE and other Test Score Reporting Costs
- Courier Charges
- Charges for Financial Documents
- WES Evaluation Cost
- Visa related Costs
- All Costs Post the Receipt of Admission Offer from the College

The Primary Offering Flow:

1. Registration

Preliminary analysis of the profile and finalization of the country. In this process the goals of the student and the financial ability are taken into account to finalize the country.

Registration by the student by payment of fees.

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> • Provide the right information regarding the offerings and the add on available • Filling all the information as required by COL • Counselling the student and getting basic information as required by COL • Fixing an appointment with COL expert, if needed • Collect the fees from the student and deposit as per the COL terms 	<ul style="list-style-type: none"> • Provide BA with the details of various offerings and see that what is included and NOT included is clearly specified • Provide online initial counselling to the student if required • Send welcome mail to the student – should specify the process and the time line. Include what has been subscribed by the student and what NOT – no confusion later. Should also include probable costs in each step • Inform student of other value add services the 	<ul style="list-style-type: none"> • Certify that the student understands the services he has subscribed to and what he can at additional cost • Provide all the basic information required • Be available for online counselling as per the time agreed with the BA



	student can subscribe to	
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2. Collection of Detailed data on the student

Filling of the RTF by the student

Country based and college based check-list to be sent to the student

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> Follow up with the student on the RTF Check if the RTF is complete and then inform COL of the completeness 	<ul style="list-style-type: none"> Mail the student the RTF, including the country-based requirement Double check the completeness of the RTF 	<ul style="list-style-type: none"> Fill the RTF carefully Upload all the necessary documents

3. SOP and LOR Draft Documentation

If SOP/LOR service not taken

BA's Role	COL's Role	Student's Role
	<ul style="list-style-type: none"> Send a mail to the student asking for SOP and LOR drafts To allow student to access a few sample SOPs / LORs 	<ul style="list-style-type: none"> To send the SOP draft for records Student to send LOR draft and name & details of the faculty from whom LOR is to be taken

If SOP/LOR Services taken: Profile Discussion

Filling of the SOP Storyline document by the student

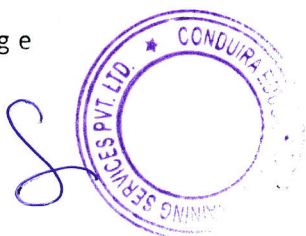
Analysis of the RTF and the Storyline document and documentation of additional information basis that. Student sent the mail on these queries

Face to face / telephonic / email interaction if required to understand the storyline further

SOP Documentation

This is the most important document and time consuming. Student to participate in iterative process of finalisation of the SOP. Students participation is must especially to provide insights into the technical aspects of the SOP (student expected to know more on the technical aspect than even us). This process becomes more critical for high ranked schools as the SOP then becomes the most important differentiator.

The style of SOP is based on the country of focus (as it changes from country to country)



SOP is designed for one area of focus. Change of area of focus (specialisation) might either call for superficial changes in the SOP (to be made by the student), or a complete change in the storyline (which can be made by COL, but as this requires a re-write of the SOP, would be chargeable again – Rs 3000)

BA's Role	COL's Role	Student's Role
	<ul style="list-style-type: none"> • Send a mail to the student for the SOP story line • Have the initial due diligence of the data points given, and seek more information if required • Be sure, of the student's preference for specialisation. In case more than one – then to clearly specify additional cost 	<ul style="list-style-type: none"> • Fill in the SOP storyline details sought and provide requisite additional information

LOR Point Generation and LOR draft

Student to provide additional information on the experts expected to give the LOR

Points to be included in the LOR to be mailed to the student and student to revert on the same

LOR draft finalised and sent to the student

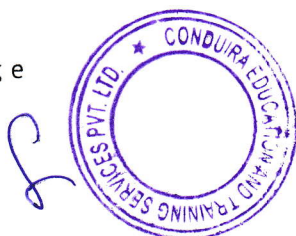
BA's Role	COL's Role	Student's Role
	<ul style="list-style-type: none"> • Send a mail to the student for points of LOR taken from SOP • To have one discussion on the LOR experts background if required • To incorporate student's feedback on LOR points and finalise the draft of LOR 	<ul style="list-style-type: none"> • Student to provide details of the faculty from whom LOR is to be taken • Student to comment on the LOR points and assign to the experts

4. Shortlisting of the Colleges

Student to revert with "constraints", if any. These could be in terms of interest in specific geography, limitation of budget, interest in specific course / college.

COL to revert with a shortlist of college (about 8-10)

A meeting (face to face / telephonic) with COL's country expert to finalise the college shortlist



BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> To influence the student positively if required by COL 	<ul style="list-style-type: none"> To speak to the student and understand the constraints and advice student Initial shortlist of the schools to be sent to the student Students preference also added and made into long list Telephonic interaction by high end expert on the long list – aimed at finalising the final list of schools. Two interactions might be required If required BA to be brought into the guide the student 	<ul style="list-style-type: none"> To revert with the constrains To come with his own preference To review the long list To be available for telephonic discussion with COL's high-end expert and come with final list

5. Filling of Application Forms

COL would fill the forms basis the information given in RFT and provide the credentials to the student

Student to confirm the details provided in the form

High end expert of COL to once confirm the application – a final eye and then submission takes place

To send all relevant document through courier to the colleges (additional cost application as on actuals. These include application cost, cost of courier, for score cards etc)

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> To be responsible for follow up with the student To collect the necessary amount and deposit as per the COL agreement To collect the necessary documents and to send as per the COL agreement 	<ul style="list-style-type: none"> To list down all requirements including costing basis the students final list of schools 	<ul style="list-style-type: none"> To follow up on COL's list and do the needful Follow up with faculty for LOR, including for those schools where LOR is to be filled by the faculty

6. Follow Up and Closure

COL to keep following up on the application – including for any additional information college might ask (by coordinating with the student, if required) till the final verdict is announced by the college



In cases where COL knows any student / faculty of the college, we also try to get their help in this

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> To coordinate with the student and have the link checked preferably at the center 	<ul style="list-style-type: none"> Fill the application and send the final link for review to the BA High end expert to do one check post the student's final go-ahead and then submit after authentication Keep student informed of the developments 	<ul style="list-style-type: none"> To check the application and give a final go-ahead for submission

process

Help student take the final decision regarding the final college, basis all the acceptances

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> To influence the Student positively if required by COL Encourage student to take other value add services from COL – The Bank Loan To collect the relevant documents, if any, and forward to COL 	<ul style="list-style-type: none"> Inform BA of the final selections and provide with preferences To provide the list of additional documents required and to inform student and BA 	<ul style="list-style-type: none"> To take the final call, if required, basis discussion with high end expert of COL To submit the additional documents as required

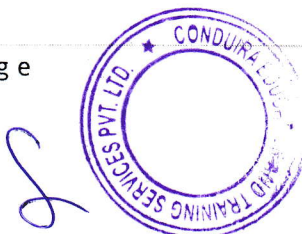
7. Final Acceptance

Help student with the final acceptance application

Provide assistance to the student for taking of Education loan

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none"> To collect necessary documents for the value add services To collect the college fee from the student and deposit as per the COL agreement 	<ul style="list-style-type: none"> To coordinate with the college for the last formalities To inform both BA and student of the same 	<ul style="list-style-type: none"> To provide necessary documents for value add services

8. Value Add Services (Chargeable)



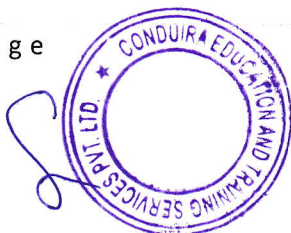
In addition to these – on chargeable basis – to provide additional assistance

Application for Visa interview

Mock Visa interview – to prepare the student better

Pre-departure assistance in terms of forex, flight ticket and other guidance

BA's Role	COL's Role	Student's Role
<ul style="list-style-type: none">• Encourage student to take other value add services from COL• To collect necessary documents for the value add services• To collect the fees for the value add services and deposit as per the COL agreement	<ul style="list-style-type: none">• To provide the services	<ul style="list-style-type: none">• To provide necessary documents for value-add services• To pay for the value-add services



Value Added Services Offered by COL (Costs exclude the GST)

SOP / LOR Documentation	INR 5000
Visiting Visa (mock and application)	

