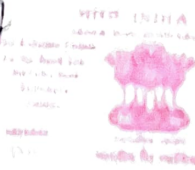


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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into at Vadodara, on this 05th day of August, 2024, by and between: **CAREER CRAFT CONSULTANTS INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having its office at 1st Floor Sankalp Building, Old Padra Road, Vadodara, Gujarat through its Director Mr. Pinkal Patel (hereinafter referred to as the "**Company**") which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

Shri R. K. Parikh Arts and Science College, which is located at Dantali Road, Petlad, Gujarat (hereinafter referred to as "**College**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **OTHER PART**;

The Company and the College shall hereinafter individually be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Company has represented that it is inter alia engaged in the business of study abroad consultancy and other education related services, it offers a variety of services such as detailed in Clause 2 of this MOU to the students who are considering pursuing higher education abroad or want to upgrade their skills. The Company is engaged in assisting students navigate the process of studying abroad & skill development by providing support and guidance through their services as mentioned herein.
- B. The College is desirous of engaging the services of the Company and the Company is desirous of providing its services to the College subject to the terms and conditions of this MOU;

P. Patel

[Signature]

- C. The Company and the College are desirous of collaborating for the purpose as is mentioned in this MOU and have agreed to do so in accordance with the terms and conditions of this MOU.
- D. The Parties hereby agree that this MOU shall be legally binding on the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, OBLIGATIONS, REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. PURPOSE:

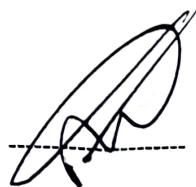
The purpose of this MOU is to formalize the relationship between the Company and the College for provision of certain services by the Company to the College as is more specifically described in Clause 2 of this MOU.

2. SCOPE:

2.1 Company subject to the terms and conditions of this MOU has agreed to provide the following services to the College:

- 2.1.1. Company will offer specialized counselling and guidance services to the students of the College who are referred to it by the College and who are interested in pursuing higher education abroad. This will include assistance to the students with the University selection, application processes, visa procedures, scholarship opportunities, and post-landing support.
- 2.1.2. Collaborative Workshops: Company will in collaboration with the College facilitate workshops and seminars at the College, providing the students of the College an insight to the options for studying abroad options, admission and visa application procedures, and information on global educational trends.
- 2.1.3. Exposure to International Universities: Company may, if possible, arrange interactions with international universities and educational institutions to broaden the horizon for the students of the College, exposing them to diverse learning environments.

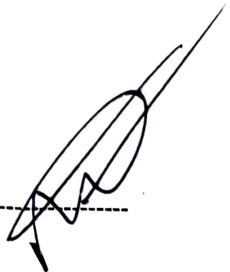




- 2.1.4. **Networking Opportunities:** In order to foster a supportive network for career development the Company may establish some platform for the students of the College through which they are able to connect with alumni and professionals who have successfully pursued education abroad.
- 2.1.5. **Cultural Integration and Support:** Company will offer comprehensive support to the students referred to it by the College to help them in adapting to new cultural environments, fostering a smooth transition and enhancing their overall study abroad experience.
- 2.1.6. **Skill Development Programs:** Company will design tailored programs to support professional career aspirations of the students referred to it by the College.
- 2.1.7. **Standardized Tests Preparation:** Company will provide coaching to the students of the College for preparation of exams like in IELTS, TOEFL, PTE, GRE, GMAT, SAT and ACT for such fee as may be mutually agreed between the Parties. Company shall be under no obligation to provide such coaching to any student of the College upon its failure to pay the coaching fee as per the terms of the Company.
- 2.1.8. **Credit Transfer:** Company will facilitate tri-party agreement between the Company, College, and international universities for seamless transfer of student credits and for easing the admission process.
- 2.1.9. **Commitment to Ethical Practices:** Company will adhere to the highest ethical standards, ensuring transparency, integrity, and compliance with all relevant regulations throughout the Term of the collaboration under this MOU.
- 2.1.10. **Continuous Collaboration and Evaluation:** Company and the College may hold a meeting annually to assess the effectiveness of Company's services, gather feedback, and ensure alignment with the College's goals and to foster regular communication and collaboration.

2.2 College will pursuant to this MOU perform the following obligations:

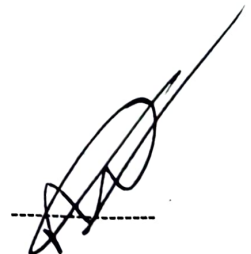




- 2.2.1. **Permission and Required Facilities:** College shall provide all the necessary permits, id cards etc. required by the staff/employees of the Company for entering the premises of the College. It shall be the obligation of the College to ensure the availability of and to provide various facilities such as hall/auditorium, sound system, internet connection, audio-video facilities, projector screen etc. to the Company to enable it to conduct different events and activities like seminars, webinars, exhibitions, and workshops for the students of the College and as may be required by it for performance of services specified in Clause 2.1. of this MOU.
- 2.2.2. **Data Sharing:** College shall provide all the data that is required by the Company which is essential for provision of services as specified in Clause 2.1 by the Company to the College.
- 2.2.3. College shall promote services and products of the Company amongst the College community and within the College premises and shall undertake all such activities as may be required to promote the said services and products of the Company without any academic disturbance.
- 2.2.4. College shall facilitate access to academic information and documentation required for study abroad applications by both the students and the Company.
- 2.2.5. College shall organize events and seminars within the College campus to educate students about study abroad opportunities without any academic disturbance.
- 2.2.6. College shall refer students to the Company for expert advice and guidance on study abroad and skill development course options.

Failure to perform: It is hereby agreed, accepted and acknowledged by the College that in case Company fails to perform any services due to any failure on the part of the College to perform its agreed obligations under Clause 2.2 then any such failure shall be solely attributable to the College and Company shall not be liable for any such shortfall in the service.

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3. TERM AND TERMINATION:

3.1 TERM:

It is hereby agreed between the Parties that this MOU shall be valid for a period of five (5) years commencing from the date of the execution of this MOU ("Term").

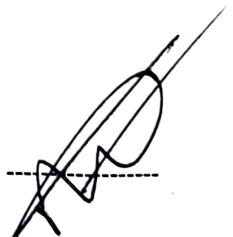
3.2 RENEWAL:

Upon the expiry of the Term of this MOU the Parties may mutually agree to renew the MOU for a period of another such period as may be mutually agreeable to both the Parties on the same terms and conditions as specified herein or on such other terms and conditions as may be mutually agreeable to both the Parties in writing.

3.3 TERMINATION:

- a. It is hereby agreed between the Parties that either Party has right to terminate this MOU by providing ninety (90) days advance written notice to the other Party;
- b. This MOU may be terminated by either Party if the other Party acts in breach of the terms of this MOU and fails to cure such breach within ninety (90) days of receiving a written notice to cure such breach;
- c. This MOU may be terminated by either Party if the other Party goes for winding up, becomes bankrupt, insolvent, or goes into liquidation, if an order for the appointment of liquidator/receiver/administrator has been passed against such Party and the same is not vacated within the stipulated time period, if such Party compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or if anything analogous to any of the foregoing occurs;
- d. This MOU may be terminated by either Party by giving a prior written notice of ninety (90) days if the other Party becomes completely incapable of performing and fulfilling its obligations under this MOU.

F. Patel

A handwritten signature in black ink, appearing to be a stylized name, written over a dashed horizontal line.

3.4 **EFFECTS OF TERMINATION:** Upon the receipt of termination notice, representative of both the Parties shall strategize the plan to settle all the commercial dues in such a manner such as is mutually beneficial for both the Parties.

4. **LOGO AND BRAND USAGE:** Each Party hereby represents, warrants and covenants that it shall not use the brand name, logo, or any such other trademark or copyrighted material of the other Party without the prior written consent of such other Party. Each Party hereby agrees and acknowledges that any act done by such Party in breach of such representation as made in this Clause 5 of the MOU will cause irreparable loss and injury to the non-breaching Party which shall be entitled to immediate injunctive relief against the breaching Party without prejudice to its any other right or entitlement to relief.

5. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES:**

5.1 The Company hereby agreed that it will provide services to the College and its students upholding standards of service, ethical practices, and transparent collaboration.

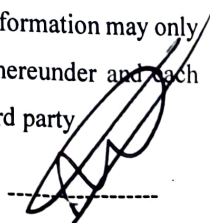
5.2 College hereby agrees that it will uphold highest standards of ethical practices, and transparent collaboration for performance of its obligations under this MOU.

6. **Confidentiality**

6.1 All information, materials, reports, drawings, literary works, software, presentations, designs, plans, concepts, ideas and other work product that Company creates or develops for the College as part of the services (“**Work Product**”) during the term of this MOU, including Work Product created by the Company prior to the date of execution of this MOU for the College, shall be owned solely by the Company.

6.2 The Parties acknowledge that the terms and conditions of this MOU and any information exchanged between them pursuant to the performance of their obligation under this MOU including but not limited to the information of the students and Work Product is confidential information. Such information may only be used in connection with the performance of obligations hereunder and each Party will safeguard such information against disclosure to third party

P. Patel



6.3 Provided, however, that the Confidential Information shall not include information which:

- a) is or becomes publicly available otherwise than through a breach of this MOU;
- b) is already in receiving party's possession without any obligation of confidentiality;
- c) is already obtained by receiving party from a third party without any obligation of confidentiality.

7. Appointment of Contact Person:

Each of the Parties shall appoint one or more individuals who shall serve as the Contact Person for the purpose of carrying out the provisions of this MOU. Each such Contact person shall be authorized to act on behalf of their respective Party or Parties as to the matter pertaining to this MOU. Any change in its Contact Person shall be communicated by one Party to another in writing.

The details of the Contact Person for each Party are as specified below:

For Company:

Name: Minal Dave

Email Id: minal.dave@careercraftconsultants.co.in

Contact No: +91 7096260960

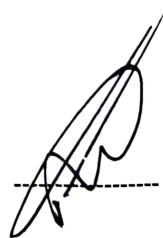
For College:

Name: Dr. Sagar Vaidya

Email Id: sagarvaidya207@gmail.com

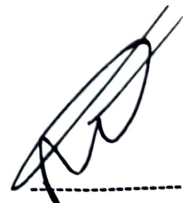
Contact No: + 91 9824604657





8. **Anti-Poaching:** Unless otherwise agreed in writing by the Parties hereto the neither Party during the term of this MOU, for any such other term for which this MOU is renewed by the Parties and for [12] months thereafter, shall directly or indirectly, solicit for employment, offer employment to or employ or retain (whether as an employee, officer, agent, consultant, advisor or in any other capacity) any employee, staff or officer of the other Party or its associate companies.
9. **Anti-Bribery and Anti-Corruption** -Neither the Parties nor any of their representatives, employees, officers, agents, consultants, or advisors shall take any commission, gifts or inducement from any student or from any other person for referring him/her to the Company or for any other purpose and shall not make, offer or agree to give any bribe, commission, gifts or inducement to the employees, representative or any other affiliated person of the other Party for the purpose of this MOU. Such an act by the either of the Parties or any of their representatives, employees, officers, agents, consultants, or advisors will attract criminal action under applicable law and the other Party shall be entitled to terminate this MOU with immediate effect.
10. **Miscellaneous:**
- 10.1 **Waiver:** No provision, right, power or privilege under this MOU shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any Party, its agents or employees, but shall be waived only by an instrument in writing signed by an authorized representative of such Party.
- 10.2 **Partial Invalidity:** If any provision of this MOU or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this MOU and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

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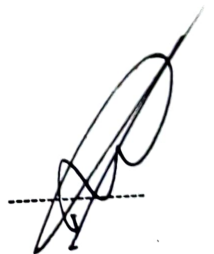


not be affected thereby, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible.

- 10.3 **Force Majeure:** No Party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the Party including delay caused due floods, riots, Act of God, lightning, civil commotion, storm, tempest, epidemic and earthquake.
- 10.4 **Amendments:** No modification or amendment to this MOU shall be valid or binding unless made in writing by the Parties.
- 10.5 **Relationship:** The Parties are independent contractors with respect to each other and nothing in this MOU shall create any association, partnership, joint venture or agency relationship between them.
- 10.6 **Assignment:** The Company shall have the right to assign its rights and obligations under this MOU to any of its associate companies without prior written consent of the College by a prior written intimation of 15 days to the College.
- 10.7 **Governing Law and Jurisdiction:** This MOU and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, the laws of India and the courts at Vadodara shall have exclusive jurisdiction in relation to all matters arising out of this MOU.
- 10.8 **SUPERSESION:** This MOU supersedes and cancels any and all other prior agreements between the Parties hereto, oral or written, express or implied, with respect to the subject matter hereof.

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IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed on the day and year first above written.

Signed and delivered by

The Company



.....

Mr. Pinkal Patel

Director

Career Craft Consultants India Pvt. Ltd

Signed and delivered by

The College



.....

Dr. Vimal S. Joshi

Principal,

**Shri R. K. Parikh Arts and Science
College, Petlad.**

(Managed by Petlad Education Trust)

In the Presence of Witness



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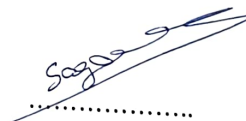
Name:

Mr. JaydeepSinh Rathod

Sr. Manager Operations

Career Craft Consultants India Pvt. Ltd

In the Presence of Witness



Name:

Dr. Sagar Vaidya