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Strictly Private and Confidential

Dr. Santhosh Koshy
Chairman
Koshys Educational Trust
No.31/1, Kannur P.O, Hennur-Bagalur Road, Mitganahalli,
Kadusonnapanahalli, Bengaluru,
Karnataka 562149

Engagement Letter for - Certification program in Domain Anlaytics

Dear Dr. Santhosh Koshy

1. I am writing to confirm the terms of the engagement by Koshys Institute of Management Studies a unit of Koshys Educational Trust ("KIMS" or "you" or "Company" or "Client") of KPMG Assurance and Consulting services LLP ("KPMG" or "we") to deliver training programs as mutually agreed upon between the parties.
2. This letter ('Engagement Letter' / 'EL') overrides all prior communications exchanged between us on this account. All changes to this EL shall have to be mutually agreed in writing between us.

3. **Background**

   3.1. KPMG will design and deliver workshops on various skill transformation programs in areas of **Domain Anlaytics for MBA** as and when required by KIMS during the term of this EL.These training programs will be delivered to the participants of Koshys Institute of Management Studies a unit of Koshys Educational Trust in classroom based delivery model.

4. **Services.** We have discussed and agreed with you the services (the "Services") which we will provide to you in accordance with the terms of this EL.

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4.1. **Scope of Work**

KPMG will develop and deliver workshops on various skill transformation programs in areas of Domain Anlytics for MBA Students. The cumulative duration of these workshops will be of 120 hours . The workshops will be delivered as per mutually agreed schedule between KPMG and KIMS.

For detailed scope of work and delivery plan refer Annexure 1

The mode of conducting sessions would be in person at designated training venues assigned by KIMS. These workshops migrated to virtual delivery based on mutual discussion between both the parties.

It is agreed between the parties that scope of work for KPMG is to:

i. develop the course structure as approved by KIMS.

ii. develop course contents (slides and instructor guides), and

iii. facilitate the programs (with committed time)

iv Identify competenet trainers

4.2. **Scope Limitations.** The following matters shall be outside the scope of the Services:-

a) Any activity which is not listed under 4.1 scope of work will be considered outside the scope of services. Anything outside the scope of service activity can be in brought to the scope of work by signing an addendum to this engagement letter. KPMG will make no representations that the above guest lectures/trainings will help secure jobs to those who attend or complete these trainings.

4.3 **Scope Exclusion**

a) We do not render legal services and, therefore, none of the services rendered under this EL or any part thereof shall be deemed to be legal services. In respect of all legal issues, you may consult your legal advisors and act in accordance with their advice.

5. **This EL shall come in effect on the date of this EL and will remain valid till 11th June 2028, Unless earlier terminated in accordance with the terms of this Agreement.**

6. **Client Responsibilities**

As a part of this engagement client will perform the tasks, furnish the personnel, provide the Assets and undertake the responsibilities specified below:

5.1 Enrolling of participants, providing the infrastructure (including IT Infrastructure and support) for delivery of sessions.

5.2 Selection of project staff who can handle the task and have suitable qualifications (specialist knowledge, experience) and the necessary time available for operations;

5.3 Printing of course-material and distribution of the same amongst Participants

5.4 Client will confirm the subjects for Guest lectures to enable KPMG to deploy resources.

5.5 Client will organize the delivery of modules in consultation with KPMG on a timely basis

5.6 Client will make sure the minimum delivery by any individual faculty/consultant will be 4 hours, and it could be extended to 6 hours as per requirement of the client on a single day.

5.7 Provide classroom facilities at a dedicated facility set up by Client, or at an additional venue mutually agreed between both parties.

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5.8 Provide the necessary physical and technological infrastructure as mutually agreed and arranged for seamless delivery of the trainings

5.9 Travel and lodging arrangements will be the responsibility of Client, if no local resource is available at the delivery location.

5.10 Nominate a Single Point of Contact (SPOC), to work with the KPMG team on organising the Trainings.

5.11 Client will notify, alteast 15 days in advance to deploy a resource.

7. Our Deliverable

7.1. We will provide you with the following deliverable(s) which will be subject to our 'General Terms of Business' attached herewith:-

- a) develop the course structure to be approved by KIMS.
- b) Incase if the feedback of the trainer is not good, then the trainer may have to be changed.
- c) develop course contents (slides and instructor guides), and
- d) facilitate the programs (with committed time)

Additionally, students will have:

- a) LMS (Learning Management System) support, covering:
- b) Session presentations (If Any)
- c) Students would be provided username and password to access.
- d) LMS support to be extended for 2 months after completion of each training course.

7.2. Our training deliverables will be provided to KIMS on the basis that they are solely for its use internally and that it will not be disclosed or distributed, in whole or in part, to any third party without our prior written consent from KPMG.

8. Our Engagement Team

8.1. Our Engagement-team will comprise of the following:-

- a) Amit Choudhary, Technical Director – Engagement Partner
- b) Lijin, Manager – will be the single point of communication for KPMG and will manage the engagement on a day-to-day basis

We may involve other team-members as may be required for this engagement. These team-members may belong to our associated entities. However, we will remain responsible for all the work performed by them.

8.2. You are requested to constitute a Project-team of your staff-members. This Project-team will be our point-of-contact for all our communications for executing this engagement.

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9. **Our Charges**

Refer Annexure 1

10. **Use of "KPMG" name and logo**

Notwithstanding anything stated anywhere else in the Agreement (as defined under the General Terms of Business), subject to KPMG's prior written consent at each instance, you may quote in your external communications that KPMG has been engaged by you in order to assist you for providing training to the participants. however, such quoting of KPMG's name shall be restricted only in the manner as set out below:

"[KPMG is the academic partner for Domain Anlaytics Certification]."

It is clarified that notwithstanding anything contained herein, KPMG's logo shall not be used or reproduced anywhere without KPMG's prior written consent.

For avoidance of doubt, KIMS shall be required to send all the publicity material/external communications to be used in print/digital/electronic media, where in KPMG name is to be used, for pre-screening by KPMG prior to its publication and shall take prior written consent from KPMG for use of the same. Further, KIMS shall also be required to obtain prior written approval from KPMG for any of mode of communication which it proposes to use for the purpose of publicity In case KIMS desires to change or edit the already approved existing publicity material, KIMS shall be required to send all those existing publicity materials for re- approval by KPMG.

It is clarified that notwithstanding anything contained herein, KPMG's logo shall not be used or reproduced anywhere without KPMG's prior written consent which will be followed by the execution of a Logo Usage Agreement' between the Parties.

Further, the Parties agree that breach of any provisions under this clause shall give right to KPMG to terminate the Agreement forthwith. This clause is subject to the following indemnity provisions.

KIMS shall indemnify and hold harmless KPMG from time to time and at all times hereafter, from and against (i) all loss, damage, harm or injury suffered or incurred by KPMG or any KPMG Person (as defined in the General Terms of Business) and (ii) all notices, claims, demands, action, suits or proceedings given, made or initiated against KPMG on account of or arising out of usage of KPMG's name or logo as agreed in this Engagement Letter including mis-use or breach of terms of usage of name or logo, and also against all costs, charges and expenses suffered or incurred by KPMG on account of the aforesaid. In this clause "KPMG" shall include all KPMG Persons. This indemnity provision shall survive the expiry or termination of the Services Contract.

The restrictions to KIMS under this clause shall survive the termination of the Services Contract.

Terms and conditions governing KPMG and Client's relationship

We accept this engagement on the basis that our 'General Terms of Business – Training Services', attached herewith shall be incorporated and govern KPMG's relationship with you. This is the 'Engagement Letter' mentioned in KPMG General Terms of Business.

11. **Other terms and conditions governing our relationship**

11.1. We accept this engagement on the basis that our 'General Terms of Business', as set out in Appendix-I will apply to this work and govern our relationship with you. This letter is the "Engagement Letter" mentioned in our General Terms of Business.

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11.2. **Special Circumstances**

A. During the Engagement term, each party shall keep the other party reasonably informed of any events which relate to COVID 19 or any other such situation that:

i. is not existing or reasonably foreseeable at the date of the Engagement Letter; and

ii. which will materially and adversely affect the notifying party's ability to perform its obligations under the Engagement Letter.

B. Each party will implement mitigation measures to enable the services to be performed so far as reasonably practicable in the circumstances, including without limitation:

iii. reducing travel (particularly international travel) and in-person meetings to the minimum necessary level;

iv. at the party's premises, implementing such infection control procedures as are recommended or required by official bodies in the applicable location;

v. implementing internal corporate policies which permit and encourage individual remote working, and technical systems to enable individual remote working;

vi. implementing telepresence, audio conference, videoconference, and other systems for collaborative working; and

vii. complying with the regulations, notifications, advisories etc. issued by the relevant authorities ("Notifications").

C. If, as a result of the global COVID19 virus situation, performance by a party of its obligations under the Engagement Letter are rendered impossible or impracticable, the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances without any liability on the nonperforming party, PROVIDED THAT the party in question is complying, and continues to comply, with its obligations pursuant to paragraph B above."

11.3. Closure-letter issued by us should be accepted by you within 15-days of being presented.

12. **Confirmation**

12.1. We shall be grateful if you will kindly acknowledge your agreement with the terms and conditions of this EL by signing one copy of this letter and affixing your company seal in the space provided below and returning it to us.

12.2. If this EL were not to be in accordance with your understanding of our agreement, then we shall be pleased to receive your observations and provide you with information as you may require.

Kind regards

Yours sincerely

Full Signature ______________________

Amit Chaudhary

Technical Director

KPMG Assurance and Consulting services LLP

I have read this letter and its attachment and confirm agreement with their terms.

Full Signature ______________________

Dr Dr. Santhosh Koshy

Chairman

Company seal

Date

duly authorised for and on behalf of KIMS

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<u>**Annexure 1**</u>

1) Program List and Delivery

As a part of this agreement KPMG shall provide the service by delivering the following programs 120 Hours of offline training of Domain Analytics.This training program is applicable from the 2025 batch students onwards.

Module Name	Content	Duration
	Marketing Anlaytics	
Introduction to Marketing Analytics	What is Marketing Analytics?	1
	Why Analytics Matters in Marketing	
	Overview of Tools: Advanced Excel, Power BI, Orange 3	
Advanced Excel Modeling	Getting Started with Advanced Excel	4
	Using Complex Formulas and Functions	
	Creating and Managing Data Models	
	Building Pivot Tables and Charts	
	Visualizing Data for Better Insights	
Understanding Consumer Behaviour	How Consumer Behavior Influences Marketing	1
	Analyzing Consumer Trends with Data - case study	
Deep Dive into Statistical Analysis	Analyzing Data Using Excel	2
	Making Sense of Data Patterns with case study	
Creating and Using Analytics Models	**Customer Segmentation**	10
	Grouping Customers Based on Behavior	
	Techniques for Effective Segmentation	
	Hands-On Practice with Excel and case study	
	Customer Wallet Share Analysis	
	Understanding How Much Each Customer Spends	
	Tools and Methods for Analysis with case study and data sets	
	Propensity Model for Churn	
	Identifying Customers Likely to Leave	
	Building Models to Predict Churn in Excel	
	Market Mix Modeling	
	Understanding How Different Factors Affect Sales	
	Using Excel to Create Market Mix Models	
	Market Basket Analysis	
	Analyzing Customer's Purchase Patterns and Preferences	
	Practical Exercises in Excel	
	Price Skimming and Bundling/ Pricing Strategies	
	Strategies for Setting and Adjusting Prices	
	Using Excel to Explore Pricing Models	
Analyzing Marketing Promotions	Measuring the Success of Marketing Campaigns	4
	Understanding and Using Perceptual Mapping	
	Practical Analysis with Excel with a case study	
	Visualization -1	
Getting Started with Power BI	Introduction to Power BI	16
	Importing and Preparing Data	
	Creating Interactive Reports and Dashboards	

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	Visualizing Marketing Data Effectively with a case study	
	HR Analytics	
Introduction to HR Analytics	What is HR Analytics?	1
	Role of Analytics Transforming HR	
	Overview of Tools: Advanced Excel, Power BI, Orange 3	
Advanced Excel Modeling	Creating and Managing Data Models	4
	Building Pivot Tables and Charts	
	Dashboard creation with the help of case study	
	What if Analysis: Solver, Scenario Manager	
HR metrics Analysis	Introduction to HR metric	4
	Recruitment Metrics Analysis	
	Understanding employee performance and engagement using metrics analysis	
	Implementing metrics analysis for Turnover and retention	
	Analysing data for L&D, Diversity and Inclusion	
Exploratory HR Data analysis	Understanding balance scorecard	4
	Designing, implementing and tracking a Balance Scorecard	
	Why SNA is important?	
	Employee demographics analysis	
Applied Hr Analytics	**HR Models - Regression**	6
	Introduction to Predictive analytics	
	Analysing data to predict the attrition rate	
	Prediction analysis for Employee CTC and understanding model outcomes using SLR and MLR	
	Workforce planning and optimization for headcount forecasting and workforce utilization	
	HR Models - Classification	
	What is a confusion matrix?	
	Understanding recall, precision and F1 score	
	Understanding recruitment and rejection ratio with the help of building a classification model	
Compensation and Benefits	Understanding compensation and benefits	3
	Building a model for salary benchmarking	
	Building a model for analysis of benefit utilization	
	Logistics and Supply Chain Analytics	
Introduction to Operational Analytics	What is Operational Analytics?	1
	Role of Analytics Transforming Operations and Supply chain Management	
	Overview of Tools: Advanced Excel, SAS, Power BI, Orange 3	
Advanced Excel Modeling and SAS	Integrate and connect multiple data sheets for comprehensive data analysis and reporting using Power Pivot	8
	Building Pivot Tables and Charts	
	Develop interactive dashboards to visualize key performance indicators (KPIs) and operational metrics.	
	Utilize Solver and Scenario Manager for scenario planning and predictive analytics to optimize decision-making.	
	Introduction to SAS Academics, Data Analysis using SAS	
	Data Visualization using SAS, Libraries in SAS, Utilities in SAS	
Operational Decision making	Utilize statistical methods to analyze and interpret operational data for informed decision-making.	5
	Summarize and describe the main features of operational data, providing insights into patterns and trends on Operational Data.	
	Perform correlation analysis to identify relationships between variables.	

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	Conduct hypothesis testing to validate assumptions and draw conclusions about operational processes.	
	Assess vendor performance through hypothesis testing.	
	Use case studies to illustrate practical applications and outcomes.	
	Introduction to Predictive Analytics:	
	Overview of methods to predict future outcomes based on historical data.	
	Concept of Regression Model	
	Statistical approach for modeling the relationship between a dependent variable and one or more independent variables.	
	Understanding R square: Measure of the proportion of variance explained by the model.	
	RMSE (Root Mean Square Error): Metric for evaluating the differences between predicted and observed values.	
	Range of Prediction: Span within which all predictions made by the model lie.	
	Building Regression Model to Predict Forecasting Inventory	
	Create regression models to estimate future inventory requirements.	
	Understanding Model Outcomes: Interpret results to make informed operational decisions.	
	Introduction to Classification Models:	
	Overview of models for categorizing data into discrete classes.	
	Understanding Confusion Matrix: Tool to evaluate the performance of classification models.	
	Recall (Sensitivity): Ability to identify all relevant instances correctly.	
Predictive modelling & Forecasting	Precision (Positive Predictive Value): Ability to return only relevant instances.	8
	F1 Score: Harmonic mean of precision and recall.	
	Introduction to SCM & Logistics	
	Application in Logistics: Using Classification techniques to improve supply chain efficiency	
	Building a Classification Model for Probabilistic Demand Forecast:	
	Develop models to predict categorical outcomes with associated probabilities.	
	Understanding Its Outcome: Analyze and interpret probabilistic predictions.	
	Introduction to Time Series Analysis	
	Seasons, Trends, and Cycles: Identify patterns in time series data.	
	Forecasting Values Using Time Series with Moving Average: Smooth out short-term fluctuations to highlight longer-term trends.	
	Error Analysis: Assess the accuracy of forecasting methods.	
	Forecasting Using Naïve Bayes and Exponential Smoothing	
	Naïve Bayes: Bayesian principles for predicting future events based on prior occurrences.	
	Exponential Smoothing: Time series forecasting method giving more weight to recent observations.	
	Time series modelling: Procurement & Delivery schedules: Forecast lead time/delay delivery probability	
Financial Analytics		
	Overview of Financial Analytics	
Introduction to Financial Analytics	Importance in Business Decision Making	2
	Introduction to Excel for Financial Analysis	
	Excel Interface and Basic Functions	
Excel Basics for Financial Analytics	Data Entry, Formatting, and Basic Formulas	3
	Introduction to Financial Functions in Excel	
	Data Cleaning and Preparation	5

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Data Analysis Techniques	Descriptive Statistics	
	Data Visualization (Charts and Graphs)	
	Pivot Tables and Pivot Charts	
Financial Statements Analysis	Understanding Financial Statements (Income Statement, Balance Sheet, Cash Flow Statement)	**4**
	Ratio Analysis	
	Trend Analysis	
Financial Modeling	Introduction to Financial Modeling	**4**
	Building a Financial Model in Excel	
	Sensitivity Analysis	
	Scenario Analysis	
Forecasting and Budgeting	Time Series Analysis	**4**
	Forecasting Techniques	
	Budgeting and Variance Analysis	
Visualization -2		
Getting Started with Tableau	Introduction to Tableau	**16**
	Importing and working with Data	
	Building Visualizations	
	Creating Dashboards and Publishing in Tableau Public	

2) Fee

The Engagement fee for the aforesaid training program is as mentioned below for the academic year 2025- 26

Course	Min Participant	Duration training	Total Cost/ Student
Domain Analtics	41	120	20000 INR

a) KPMG will invoice KIMS in 2 instalment 1) 50% beginning of course for the module that will be delivered and 50% before the final assesment of KPMG

b) Invoice generated needs to be acknowledged within days of presenting.

c) Lodging, Boarding & Travel expenses of KPMG Faculty and all expenses pertaining to the conduct of the Course will be borne by the University as per their rules and travel policy

d) The program fee will be adjusted proportionately based on the MBA fee structure for the upcoming years.

e) The Fee Mentioned does not include the applicable taxes.

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3) **Delivery Scheduling**

a) The offline training sessions will be scheduled based on the availability provided by KIMS for that semester in discussion with KPMG and KIMS.

b) Offline training should be conducted continuously, with a minimum engagement of 4-5 hours per day.

c) The schedule will be discussed and confirmed by all parties at least one month in advance.

d) Any changes to the schedule must be communicated via email at least 15 days before the start date.

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General Terms of Business – Training Services

1. Definitions

"Additional Terms" means any other terms applicable to the Services included with or referenced in the Engagement Letter and these General Terms.

"Agreement" (or **"Services Contract"**) means the contract formed by the Engagement Letter, these General Terms, and any Additional Terms.

"Affiliate(s)" means any legal entity that, directly or indirectly, controls, is controlled by, or is under common control with you.

"Charges" means the fees, expenses and applicable taxes payable for the Services as mentioned in the Engagement Letter.

"Confidential Information" means any information that has been or will be made available, directly or indirectly, by one Party to the other Party in connection with the Services, that is marked or communicated as confidential or whose nature is such that a recipient would reasonably consider it confidential, including, without limitation, business plans, proposals, product development details, methodologies, software code and specifications, and financial information. Confidential Information excludes Excluded Information.

"Deliverable" means any advice, report, training material or other product of the Services provided to you in any form including but not limited to the content of the Program pursuant to the Engagement Letter.

"Engagement Letter" means the letter sent to you referencing these General Terms of Business.

"Engagement Team" means KPMG Persons who are individuals delivering the Services.

"Excluded Information" means information that: (i) is or becomes generally available in the public domain through no fault of either the receiving Party or those to whom the receiving Party has disclosed the Confidential Information; or (ii) becomes available to the receiving Party free of any obligation of confidence from a third party who to the reasonable belief of the receiving Party is entitled to make such disclosure; or (iii) was developed by the receiving Party independently of the disclosing Party's Confidential Information.

"General Terms" means these terms and conditions.

"IPRs" means all intellectual property rights including all rights in and to inventions, utility models, patents, copyright and related rights, trade marks, logos, trade and business names, rights in designs, rights in computer software, database rights, moral rights, rights in Confidential Information (including know-how and trade secrets), in every case whether registered or unregistered and all similar or equivalent rights or forms of protection (whether now or in the future) in any part of the world and references to "IPR" means any of them.

"KPMG" or **"we"** (and derivatives) means KPMG contracting party as identified by the Engagement Letter.

"KPMG Persons" means KPMG, and each and all of our partners, directors, members, employees and agents together with KPMG International Limited and other KPMG International entities and other member firms of KPMG global organization of independent firms affiliated with KPMG International Limited a private English company limited by guarantee (each a **"Member Firm"**) and any entity associated with us or a Member Firm, and each and all of its personnel including partners, directors, employees and agents, and **"KPMG Person"** means any one of them.

"Other Beneficiaries" means any Person identified in the Engagement Letter as a beneficiary or an Affiliate which is a beneficiary of the Services or of any Deliverable other than you.

"Other KPMG Person(s)" means KPMG Persons who are not members of the Engagement Team.

"Party" means either of KPMG and you and **"Parties"** shall mean both KPMG and you.

"Person" means individuals, corporate and unincorporated bodies.

"Program" means the training program to be undertaken by KPMG in accordance with terms of the Engagement Letter.

"Services" means the services to be delivered by us under the Engagement Letter.

"Unpublished Price Sensitive Information" or **"UPSI"** means any information, relating to a company or its securities, directly or indirectly, that is not generally available, which upon becoming generally available is likely to materially affect the price of the securities and shall, ordinarily include, but not be restricted to, information relating to the following:

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(i) financial results;
(ii) dividends;
(iii) change in capital structure;
(iv) mergers, de-mergers, acquisitions, delistings, disposals and expansion of business and such other transactions;
(v) changes in key managerial personnel.

"you" or **"Client"** (and derivatives) means the addressee(s) of the Engagement Letter and, if the context requires, Other Beneficiaries.

2. The Agreement

2.1 This Agreement sets out the entire agreement between the Parties in connection with the Services and supersedes all previous agreements, promises, representations and understandings between the Parties, whether written or oral, to the extent only that they relate to its subject matter. Where any purchase order/work order ('PO') is issued in connection with the Services, it is hereby mutually agreed between the Parties that no pre-printed terms contained or referred in the PO will be applicable and the Services shall be solely governed by the terms and conditions under the Agreement.

2.2 In entering into this Agreement, neither Party has relied on any statement, representation, assurance or warranty (made innocently or negligently) unless it is set out in this Agreement.

2.3 If there is any inconsistency between the Engagement Letter and any other part of this Agreement, the Engagement Letter prevails to the extent necessary to resolve the inconsistency. If there is any inconsistency between these General Terms and any Additional Terms, the Additional Terms prevail to the extent necessary to resolve the inconsistency.

2.4 Any changes to this Agreement must reference this Agreement, be in writing and signed by all Parties.

2.5 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or illegal in whole or in part for any reason such decision shall not affect the validity, enforceability or legality of the remaining provisions hereof and the Agreement will be construed as if such invalid, illegal or unenforceable provision was not a part of the Agreement.

3. Our responsibilities

3.1 The Services shall be delivered with the reasonable skill and care expected from a skilled and experienced Person engaged in providing services similar to the Services, in a similar context, and in compliance with applicable laws. We do not render legal services and, therefore, none of the Services rendered under the Engagement Letter or any part thereof shall be deemed to be legal services.

3.2 The Services will be provided by an Engagement Team, including any individuals named in the Engagement Letter. We try to minimise team changes, but, where necessary, we may change team members for others of equivalent skills and we shall try to give you reasonable notice of any changes.

3.3 When we work at your premises, we shall comply with applicable site policies communicated to us and agreed in writing and such policies shall be considered as a part of this Agreement.

4. Your responsibilities

4.1 You shall provide (and procure that your personnel and representatives provide), in a timely manner, such cooperation, information, documents and access to personnel, premises, systems and facilities, as we reasonably need or request and you shall obtain all necessary licences and permissions. You shall provide a safe and appropriate working environment and perform any actions that are to be performed by you under this Agreement.

4.2 You shall inform us of any changed circumstances or information that may have an impact on the Services and shall ensure that the personnel with whom we deal have the required skills, knowledge and information.

4.3 You are responsible and accountable for managing your affairs, deciding on what to do after receiving any Deliverable and implementing any advice or recommendations.

4.4 You are responsible for making any notifications, registrations and disclosures required of you under any law, rule or regulation.

4.5 We may communicate with you by electronic mail on the basis that in consenting to this method of communication you understand and accept the inherent risks with respect to such mode of communication and you shall perform virus checks as applicable. We may, to the extent permitted by law, intercept such communications in order to monitor them for internal compliance or other statutory purposes. You shall be responsible for security and confidentiality of any electronic storage facility, where you request us to send documents pursuant to this Agreement.

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4.6 You shall not, directly or indirectly, solicit the employment of any of our partners, members, directors or employees, as the case may be, involved in performing the Services while the Services are being performed or for a period of 3 months following their completion or following termination of the Agreement, without our prior written consent. This prohibition shall not prevent you at any time from running recruitment advertising campaigns nor from offering employment to any of our partners, members, directors or employees, as the case may be, who may respond to any such campaign.

5. Ownership

5.1 We own all IPRs in any Deliverable and the Program (including any part thereof), except to the extent that the Deliverable incorporate your or third party pre-existing IPR which you or they shall continue to own. We shall retain ownership of our working papers.

5.2 You own any Deliverable in its tangible form on payment in full of our Charges and shall use the Deliverable subject to the terms of this Agreement.

6. Our advice and use of information

6.1 We may provide advice orally, in draft or interim form, but our latest written advice or final written report supersedes anything provided earlier.

6.2 You should not rely on any draft or interim advice. If we give you oral advice, and you wish to rely on it, you shall inform us and we will provide it in writing. You should only rely on our written advice.

6.3 We may rely on any instructions, requests or information supplied by any Person whom we reasonably believe to be authorised by you for such purpose.

6.4 If we receive information from you or from other sources in connection with the Services, we will rely upon it without independent verification.

6.5 Unless a part of the Services, we will not update the Services or the Deliverable after we have delivered the final Deliverable.

6.6 We cannot predict future events or circumstances, and you should not interpret our advice, forecasts or recommendations as a prediction or guarantee of any outcome.

6.7 Unless otherwise agreed, our Services and Deliverable are provided for your internal use only and on the basis that you shall not quote our name or reproduce our logo in any form or medium without our prior written consent. The Deliverable shall not be disclosed to any other Person without our prior written consent except as permitted under the Agreement or except as required by law or by a competent regulatory authority (in which case you shall, if permitted by law or regulation, promptly inform us in writing). You may disclose the Deliverable to your Affiliate(s) who shall then be considered as Other Beneficiaries.

6.8 You may disclose the Deliverable to your legal and other professional advisers if seeking advice in relation to the Services, provided that you inform them that: (i) the Deliverable shall be kept confidential; and (ii) to the fullest extent permitted by law, we accept no liability to them in connection with the Services or the Deliverable.

6.9 **Consent to record meetings**: Any use of virtual meeting platforms such as Zoom, Google Meet, WebEx, MS Team or any other similar platform for the performance of scope of work/Services under the Engagement Letter shall be subject to the following conditions:

a) Where the Client or any Person on behalf of the Client (together referred to as "Client" for the purpose of this clause) wishes to record the proceedings in whole or in part during any audio and/or video meetings, (together 'Meetings'), it shall be required to provide an explicit written notice to all the attendee(s) of the call who would be representing us or participating on our behalf, prior to the Meeting. It is hereby agreed between the Parties that the recording of the Meeting shall not be permitted unless such consent has been granted in writing prior to the Meeting and mere participation in the Meeting shall not be considered as a consent.

b) Without prejudice to our rights under law and/or contract or otherwise, we shall be entitled to withdraw from the Meeting which is being recorded without our explicit consent.

c) Any such consent, if granted, shall be valid only for that particular Meeting and for the agenda / purpose for which the Meeting is conducted.

d) No reliance shall be placed by the Client on the views expressed or advice provided or recommendations made by us during any such Meetings, whether recorded or not. Consequently, we and KPMG Persons shall not incur any liability to the Client or any other third party arising out of or relating to such recordings.

e) If the Client wishes to rely on any advice provided by us during such Meetings, Client is required to inform us about such requirement and we shall provide the same in writing. Client should only rely on our written advice at all times.

f) Any consent granted by us shall be considered as revocable and we shall be entitled to withdraw our consent at any time (i.e.

KPMG Assurance and Consulting Services LLP Bangalore

Kushal's Institute of Management Studies Bangalore before, during or after the Meeting). In case of such revocation during the meeting, the Client undertakes to stop the recording immediately and in any case during or after the Meeting, delete all copies of such recording permanently from its system (including archival systems).

g) Client acknowledges that such recordings, shall be used solely for internal purposes of the Client and cannot be used or relied upon in any other manner whatsoever or disclosed to any other party, and shall ensure the confidentiality of the same in accordance with this clause.

h) Client agrees that such recording shall be without prejudice and that it shall not be entitled to alter, use or rely upon the recording in any manner whatsoever including without limitation in case of any dispute/differences between us and the Client. In no case shall such recording be used against us or our any KPMG Persons in any litigation or regulatory enquiries in any manner whatsoever.

i) Once the recording is done, the Client is obligated to immediately furnish to us an unaltered copy of such recordings, for our records. Client shall permanently delete any recording when such recording is no longer required.

j) Any content presented by us in the Meetings should not be copied in any manner through screen shots or otherwise, without our prior and explicit written consent.

k) Any consent obtained, in a manner other than provided in this clause, will be treated as null and void.

7. Confidentiality

7.1 The Parties shall keep each other's Confidential Information confidential and use it only to perform or receive the Services or for exercising their rights or performing their obligations under this Agreement. We shall not disclose your Confidential Information beyond KPMG Persons or subcontractors who are involved in delivery of Services unless permitted by you or by this clause. Each Party will protect the Confidential Information it receives as it would protect its Confidential Information, and exercise at least a reasonable standard of care.

7.2 The Parties may disclose Confidential Information if required by applicable law or regulation but only to the extent required by such law or regulation. The Parties may disclose Confidential Information to their insurers in relation to any dispute relating to this Agreement, in which event such disclosure shall be done privately and in confidence only.

7.3 Subject to our confidentiality obligations herein, we will retain engagement documentation to support the work performed by us, for a period as required by our document retention policy. We shall be entitled to use your Confidential Information and to provide such information to

(i) KPMG Persons and/or their external legal advisers
(ii) other parties who facilitate the administration of our business or support our infrastructure

in both cases in order to

(a) perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements),
(b) perform internal risk assessments and
(c) support the maintenance of quality and professional standards in the conduct and delivery of services (e.g., quality reviews of the services delivered, to identify and mitigate any KPMG quality, conduct or related risk management issues, facilitate requests by regulators, or the establishment and maintenance of knowledge databases).

We are still responsible for ensuring confidentiality if Confidential Information is shared with or accessed by such parties.

7.4 We may use information we obtain in performing the Services, anonymised and/or aggregated, so that no Personal Data or commercially sensitive information is disclosed, for development of expertise and know-how, benchmarking, analytics, quality assurance and other purposes related to our business.

7.5 Except as required by law or as set forth in this paragraph, neither Party shall acquire any right hereunder to use the name or logo of the other Party or any part thereof, without the express written consent of the other Party. You agree that we may refer to your name and/or logo in our internal and external communication, indicating the general services rendered.

7.6 This clause is applicable if we will be provided with information of a listed/proposed to be listed company in India for performing our Services. You shall inform us in writing, in advance, the name(s) of such company / companies and the PAN or other identifier of first-time provider of information to us, as required pursuant to the SEBI (Prohibition of Insider Trading) Regulations, 2015 ('Regulations') and shall comply with the provisions of the Regulations. You agree that we shall not be responsible for determining the difference between UPSI and non-UPSI that would form part of the information disclosed to us. All information supplied to us would be used for the purpose for which it has been provided and such legitimate business purpose, as required..

8. Our Charges

KPMG Assurance and Consulting Services LLP Bangalore

Kristu Jayanti Institute of Management Studies Bangalore

8.1 We shall invoice you as per the Engagement Letter for the Charges which shall be payable on presentation of our invoice (or at such other time as may be specified in the Engagement Letter) without set-off.

8.2 Upon termination of the Agreement, we shall be entitled to payment of our Charges for Services performed up to the date of termination. In this event, our Charges will be calculated at our agreed hourly rates (or if none are agreed then our relevant standard rates) at the time the Services were performed.

8.3 Where there is more than one addressee of the Engagement Letter, unless the Engagement Letter provides otherwise, each of you shall be jointly and severally liable to pay our Charges.

8.4 If we are required by law or any authority (whether investigative, regulatory, tax or otherwise) to participate in any proceeding or investigation related to the Services, you shall compensate us for the time spent based on our standard rates at that time as also for any costs and expenses incurred, including legal costs and applicable taxes, arising out of or relating to such proceeding or investigation.

9. Managing conflicts of interest

9.1 KPMG Persons may be delivering services to, or approached to deliver services to, or act for another party or parties during and after this engagement with interests that conflict with or are adverse to yours (a "**Conflicting Party**" or "**Conflicting Parties**").

9.2 KPMG Persons are free to deliver services to Conflicting Parties, but where the interests of any Conflicting Party directly conflict with yours in relation to the subject matter of the Services then the Engagement Team shall not deliver services to the Conflicting Party and Other KPMG Persons may only deliver services to the Conflicting Party where appropriate Barriers are in place. Where this process is followed and such Barriers are in place, you agree that this will be sufficient to manage such conflict.

9.3 "**Barriers**" means reasonable safeguards to facilitate the protection of our clients' interests, through information handling procedures and deployment of professionals.

10. Third parties and their rights

10.1 KPMG Persons (other than the KPMG contracting Party) may exercise rights given to them in this Agreement.

10.2 The Parties may end or vary this Agreement in writing without anyone else's consent, including any Other Beneficiaries' consent.

10.3 You agree to and accept the provisions of the Agreement on your own behalf and as agent for Other Beneficiaries. Other Beneficiaries (if any) acquire rights and become subject to obligations under this Agreement as if they had each signed a copy of the Engagement Letter and agreed to be bound by it.

10.4 Except as provided herein, the Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Agreement which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly.

11. Circumstances beyond your or our control

11.1 No Party shall be in breach of its obligations under this Agreement or incur liability to the other Party if that Party is unable to comply with this Agreement due to any cause beyond their reasonable control.

11.2 If such an event occurs, the affected Party shall, as soon as reasonably practical, notify the other Party, who may suspend or terminate this Agreement by giving seven days' notice, taking effect if the affected Party has not recommenced the performance of its obligations in that period.

12. Waiver, assignment and sub-contractors

12.1 Failure by a Party to exercise or enforce any rights under this Agreement is not a waiver of such rights.

12.2 No Party shall assign the benefit of this Agreement without the prior written consent of the other Party.

12.3 We may appoint sub-contractors to assist in delivering the Services, but we remain responsible for performing the Services and we shall procure that they treat your Confidential Information under confidentiality obligations equivalent to those in this Agreement. Where any sub-contractor is not a KPMG Person we will notify you first.

13. Limitations on our liability

13.1 Our liability and that of any KPMG Person, in aggregate, to you and to Other Beneficiaries for all losses or damages under this Agreement and for all claims connected to it, in contract, tort (including negligence), statutory liability or otherwise, shall be

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Institute of Management Studies Bangalore

limited to the fees paid to us for the Services in last twelve (12) months preceding the claim. Nothing in this Agreement limits our liability for direct losses or damages arising from our fraud or deliberate breach of duty or any other liability which cannot be limited by law.

13.2 In no event shall we (including KPMG Persons) be liable for loss of profits, goodwill, anticipated savings or wasted time and for indirect, special, incidental, exemplary, punitive or consequential loss, claims, costs, expenses or damages.

13.3 Where there is more than one beneficiary of the Services (a "**Beneficiary**") the limitation on our liability in clause 13.1 shall be apportioned by the Beneficiaries amongst them. No Beneficiary shall dispute or challenge the validity or operation of clause 13.1 on the grounds that no apportionment has been agreed or that the share of the limitation amount apportioned to any Beneficiary is unreasonably low. In this clause, "Beneficiary" includes you and Other Beneficiaries.

13.4 Neither you nor any Other Beneficiaries shall bring any claim against any KPMG Person except KPMG in respect of loss or damage suffered by you arising out of or in connection with this Agreement or the Services. This clause is enforceable by any KPMG Person.

13.5 Any claim from you or Other Beneficiaries in respect of loss or damage suffered as a result of, arising from or in connection with the Agreement must be made within three years from the date of cause of action arising. It is agreed between the Parties that the cause of action shall be deemed to arise on the date on which the activity giving rise to the claim was performed. For the purposes of this clause, a claim shall be made when court or other dispute resolution proceedings are commenced.

14. Third Party Claims

14.1 You shall indemnify and hold us harmless from time to time and at all times hereafter, from and against all losses, damages, costs, charges and expenses, harm or injury suffered or incurred by us or any of us arising out of any third party notices, claims, demands, action, suits or proceedings given, made or initiated against us on account of or in relation to (a) the performance, by us or any of us, of all or any of our obligations hereunder (provided that the indemnity under (a) shall not, however, be applicable to the extent that any such notices, claims, demands, actions, suits or proceedings are found by a competent court in its final judgement to have resulted primarily from our wilful default in performing the Services described in the Engagement Letter) or (b) use, copy, duplication or distribution of the Deliverable or Program (or any part thereof) in a manner because of which there is any claim made or threatened against us (c) any default committed by you in the performance of all or any of your obligations hereunder, including breach of our IPRs or (d) providing a copy of our Deliverable to a third party as agreed by us under the Engagement Letter or in writing otherwise.

14.2 If any payment is made by you under this clause you shall not seek recovery of that payment from us at any time.

14.3 In this clause "us" shall include KPMG Persons and "you" shall include Other Beneficiaries.

15. Termination and Survival

15.1 Either you or we can terminate this Agreement by giving at least 30 days' prior notice to the other Party at any time. Except where termination is on account of clause 15.2 below, it is agreed between the Parties that (i) the Program shall be completed for all participants who have not finished the Program as on the date of the termination notice by a Party; and (ii) there will not be any new intake of participants for the Program from the date of termination notice by a Party.

15.2 We will terminate this Agreement immediately if: (i) there is a change of law, rule, regulation or professional standard, or circumstances arise that we reasonably believe would cause the relationship between the Parties to violate such law, rule, regulation or professional standard or would prejudice any KPMG Person's ability to comply with applicable independence requirements; or (ii) we believe a conflict of interest cannot be managed, but in that case we shall consult you before we do so; or (iii) in our view, we are unable to perform or continue to perform Services for any reason, including but not limited to, non-provision of the data or documents required by us on a timely basis or in case there is more than one addressee to the Engagement Letter, any disagreement between the addressees on the data to be furnished to us or any other dispute between such addressees.

15.3 Termination shall not affect any rights of any Party accrued before termination. Clauses 1, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15.3, 16, 17, 18, 19 and 20 shall survive expiry or termination of this Agreement, together with any other provision which, by implication, is intended to survive.

16. Data Protection

16.1 This clause 16 applies to personal data provided to us by you or on your behalf in connection with the Services ("**Personal Data**").

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Koshys Institute of Management Studies Bangalore

16.2 You warrant and represent that you have necessary consent, have provided any necessary notice and have complied with provisions/actionable required under applicable data protection laws to disclose Personal Data to us in connection with the Services.

16.3 We will take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.

16.4 We shall process the Personal Data as reasonably required (i) to provide the Services; (ii) for our reasonable business purposes including facilitation and support of our business and quality control; and (iii) to meet our legal and regulatory obligations. We may share Personal Data with KPMG Persons, our subcontractors or other parties who facilitate or support our business. We will only make such a disclosure where it is required in connection with such purposes and in compliance with applicable data protection laws.

16.5 With respect to Personal Data received under the Agreement, we shall notify you promptly: (i) upon receiving a request for Personal Data or other request from a data subject, or if we receive any claim, complaint or allegation relating to the processing of the Personal Data; (ii) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in our possession or control.

16.6 You shall inform us if you disclose any Personal Data that is subject to and governed by the General Data Protection Regulation (EU 2016/679) ("**EU Personal Data**"). Upon notice from you under this sub-clause, the Parties shall enter into a mutually agreed data protection exhibit governing the processing of such EU Personal Data which shall form part of these General Terms.

17. Notices

17.1 Any notice under this Agreement shall be in writing which includes email, except as set out in this clause. Any notice alleging breach or terminating this Agreement must be delivered by registered post (or overseas equivalent) to or left (and signed for) at our respective addresses in the Engagement Letter (or such other address as may be notified in writing) addressed to the authorised persons of the relevant Party named in the Engagement Letter and copied to the Parties' respective General Counsel.

18. Legal and regulatory compliance

18.1 Notwithstanding any other provision in this Agreement, each Party agrees that the other may make any notifications, registrations and disclosures required by applicable law or regulation and this may include disclosures or registrations relating to money laundering, tax requirements, and criminal or regulatory investigations.

18.2 To the best of its knowledge and information available, each Party represents, warrants and covenants that as on the date of the Engagement Letter, each Party is in compliance with and has not violated applicable laws and regulations relating to anti-corruption and anti-bribery ("Anti-Corruption Laws") and agrees and undertakes that it shall not violate Anti-Corruption Laws, including through any of its employees, officers, affiliates, agents, subcontractors, or any other third party acting on its behalf.

19. Law and jurisdiction

19.1 This Agreement and all disputes arising on any basis from, under or in connection to it shall be governed exclusively by Indian law and subject to the exclusive jurisdiction of the courts in New Delhi, India.

20. Feedback on our performance

20.1 To help us improve our service, we may send you a feedback request. Your feedback will be seen by the Engagement Team Partner and the account Lead Partner.

KPMG Assurance and Consulting Services LLP Bangalore

Kosmos Institute of Management Studies Bangalore

NETCRAFTZ
Craft Your Future With The Experts

NETCRAFTZ EDUTECH PVT.LTD
+91 9986050577
info@netcraftz.in
www.netcraftz.org
286, Banaswadi Main Road,
Subhanapalya, Bangalore - 560033
INDIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

KOSHYS GROUP OF INSTITUTION

AND

NETCRAFTZ

For the Academic Year 2025 to 2026 Batch

This Memorandum of Understanding is entered into on the 11th of September 2022 by and between KOSHYS GROUP OF INSTITUTION, having its principal place at 31/1, Kannur P.O, Hennur-Bagalur Road, Mitganahalli, Kadusonnapanahalli, Bengaluru, Karnataka 562149, hereinafter referred to as "KOSHYS GROUP OF INSTITUTION" (which term shall, unless excluded or repugnant to the context, be deemed to include its executives, administrators, and assigns) of the first part:

AND

NETCRAFTZ Edutech PVT LTD, formerly known as NETCRAFTZ, having its Registered Office at No.286 Banaswadi Main Road, Bangalore 560033, represented by its Director, Mr. Dharmendra, hereinafter referred to as "NETCRAFTZ" (which term shall, unless excluded or repugnant to the context, be deemed to include its executives, administrators, and assigns) of the second part.

The institutions are hereinafter referred to individually as "institute" and collectively as "institutes."

KOSHYS GROUP OF INSTITUTIONS BANGALORE 562 149

I. Objectives of the MOU

The objectives of this Memorandum of Understanding are:

a) To promote and enhance academic interest between NETCRAFTZ and KOSHYS GROUP OF INSTITUTION.

b) To encourage students towards all IT Certification Course

c) To promote research/continuing education activities between the institutions in the field of IT certification Course like Microsoft Cisco and IBM Certification and Training.

II. Technical Areas of Collaboration:

The institutes propose to collaborate in the following technical areas:

a) To provide Continuing Logistic Services Programs through short-term/long-term Certificate Courses at KOSHYS GROUP OF INSTITUTION. Faculty of NETCRAFTZ could be sent to KOSHYS GROUP OF INSTITUTION for further necessary guidance.

b) To provide Academic Interaction by delivering special lectures at KOSHYS GROUP OF INSTITUTION on topics of relevance to IT Cloud Computing, networking and Cybersecurity and much more .

c) To provide necessary assistance in organizing workshops/conferences in the field of IT, IT Cloud Computing, networking and Cybersecurity at KOSHYS GROUP OF INSTITUTION for the enhancement of students' skills.

d) To provide necessary support for the establishment of Curriculum Research Training and Placement at KOSHYS GROUP OF INSTITUTION in the realm of IT Cloud Computing, IT Cloud Computing, networking and Cybersecurity etc.

e) To provide usage of academic infrastructure of NETCRAFTZ for KOSHYS GROUP OF INSTITUTION students.

f) To provide Summer Training/Short-term Courses for interested students of KOSHYS GROUP OF INSTITUTION at a concessional fee.

III. Proposed Modes of Collaboration

NETCRAFTZ and KOSHYS GROUP OF INSTITUTION propose to collaborate through the following modes:

a) Cooperation and Promotion of Education and Training in areas of mutual interest.

b) Any other appropriate mode of interaction agreed upon in writing between NETCRAFTZ and KOSHYS GROUP OF INSTITUTION from time to time.

A specific plan will be worked out by the institutions depending upon the availability of resources. A specific agreement will be entered into for each activity.

A. Terms and Conditions

Fees for this Customized course of 30 hours will be Rs. 1250- (Rupees One Thousand Two Hundred Only), + GST per student without Lab. and Participants certificate from Netcraftz. And for global certification addition charges 1250 +GST to be paid

Payment terms:

1. Payment will be made on a Advance 50% before starting and 50% On completion

2. KOSHYS GROUP OF INSTITUTION agrees and confirms to arrange a minimum of 300+ (Three Hundred Plus) students of the Degree (2025-2026) batch. In case the student strength is below the minimum requirement, the fee will be revised and increased after discussion by the undersigned parties.

3. KOSHYS GROUP OF INSTITUTION shall pay the fees of these students as follows:

4. INSTITUTION within the mentioned timeline.

5. The said fees cover Classroom Teaching, Guest Lectures, On-job Training, Periodical tests to assess the performance of the students, and the preparation of Project Reports, which are all within the responsibility of NETCRAFTZ.

6. Certificates will be issued to students who successfully complete the course and clear the course fee via KOSHYS GROUP OF INSTITUTION. Each student must compulsorily present a Project Report.

7. Both parties shall have the right to terminate this MOU upon giving 90 days' prior written notice to the other party.

8. The MOU may be amended, renewed, and terminated by mutual written consent of the institutions at any time, and when done, it will come into effect as if the same are an integral part of this Agreement.

IV. Confidentiality

NETCRAFTZ and KOSHYS GROUP OF INSTITUTION agree to hold in confidence all information/data designated by the institution as being confidential, which is obtained from either institute or created during the performance of the MOU. They will not disclose the same to any third party without the written consent of the other institute.

V. Coordinators

In case of any dispute arising between the parties (NETCRAFTZ & KOSHYS GROUP OF INSTITUTION) regarding any issue arising out of or in the course of implementing this MOU or any other related issue under this MOU, if not amenable to mutual resolution, it shall be settled in any court of law within the jurisdiction of Bangalore.

VI. Tenure

This MOU shall be in force for a period of 30 months from the date of execution hereof.

VII. Signed in Duplicate

This MOU is executed in duplicate, with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed effectively as of the day and year first above written, subject to the jurisdiction of Bangalore.

VIII. MOU Effective Date

This Memorandum of Understanding shall be effective from the date of signing hereof by both parties.

IN WITNESS WHEREOF, the parties hereto have gone through the contents of this Memorandum of Understanding (MoU), have signed, and affixed their seals to the MoU, and agreed to abide by the terms and conditions laid down herein in totality.

For NETCRAFTZ

Sign____________________

Name: Mr. Dharmendra

Designation: Director-NETCRAFTZ

For KOSHYS GROUP OF INSTITUTION

Sign____________________

Name:

Designation: Head Academics - KOSHYS GROUP OF INSTITUTION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed on this 17 day of March 2026, at Bangalore, Karnataka.

BY AND BETWEEN:

White And Box – Tech Products and Services, having its office at H206, 36/5, 27th Main, Sector 2 , HSR Layout, Bengaluru. 560102 (hereinafter referred to as the "**Company**");

AND

Koshys Institute of Management Studies, an educational institution of higher learning, having its campus located at # 31/1, Kannur P.O, Hennur-Bagalur Road, Mitganahalli, Kadusonnapanahalli, Bengaluru, Karnataka 562149.

A. WHEREAS, the Company has agreed to provide certain students of the Institution access to its professional environment for the purpose of internship and vocational training;

B. WHEREAS, the Institution acknowledges that the Company is providing this opportunity without any financial consideration from the Institution.

NOW, THEREFORE, the Parties hereby record their understanding as follows:

1. **SCOPE**

The primary objectives of this MoU are to: (a) provide a clear framework for sustained cooperation between the Company and the Institution; (b) bridge the gap between academic theory and industrial practice; and (c) enable practical exposure to students and professional development for faculty.

It is agreed that this will be carried out by way of structured internships, the structure and duration of which will be outlined by the Company, industry attachments and any short-term trainings as needed.

2. **OBLIGATIONS OF THE INSTITUTION**

The Institution acknowledges that its proactive cooperation is a condition precedent to this MOU, and it hereby undertakes to:

2.1. **Strict Candidate Vetting**: Conduct a rigorous internal selection process to ensure that only students of the highest calibre and ethical standing are recommended to the Company.

2.2. **Conduct & Compliance**: Ensure that students strictly adhere to the Company's internal rules, security protocols, and "General Conditions of Conduct." Any breach of discipline by a student shall be treated as a breach by the Institution.

H.A.

2.3. **Pre-Internship Briefing**: Conduct a mandatory orientation for selected students to sensitize them regarding the professional decorum and the legally binding nature of the clauses pertaining to intellectual property and confidentiality.

3. LIMITED OBLIGATIONS OF THE COMPANY

The Company's role is strictly limited to the following, provided at its sole and absolute discretion:

3.1. **Access to Environment:** Granting temporary and revocable access to the Company's premises or digital workflow for the purpose of observation and learning.

3.2. **Voluntary Guidance:** Assigning personnel to provide high-level guidance, subject to the availability of such personnel and the exigencies of the Company's commercial business.

3.3. **Verification of Attendance:** Providing a standard confirmation of the student's duration of stay, provided the student has met the minimum attendance requirements.

3.4. **No obligations or guarantee**: The Institution acknowledges that the Company shall have no obligation with respect to travel, stay or other expenses incurred by each student. The Company is under no obligation to extend any offer of employment (Pre-Placement Offer).

4. ABSOLUTE OWNERSHIP OF INTELLECTUAL PROPERTY

4.1. **Proprietary Rights:** The Institution expressly agrees that any and all work product, including but not limited to inventions, designs, software code, algorithms, documentation, or improvements (collectively, "**IP**") created, developed, or conceived by the student(s) during the internship shall vest **solely and exclusively** with the Company from the moment of inception.

4.2. **Waiver of Moral Rights:** The Company shall ensure that students execute a separate agreement covering the terms of the internship, including waiving any moral rights or claims to authorship in favour of the Company. The Institution acknowledges that any offer of internship shall be subject to execution of such agreement by the relevant student.

4.3. **No License:** Nothing in this MOU shall be construed as granting the Institution or the student any license, right, or interest in the Company's existing or future Intellectual Property.

5. CONFIDENTIALITY & NON-DISCLOSURE

5.1. The Institution recognizes that the students will have access to Confidential Information belonging to the Company or its affiliates, which shall include trade secrets, client data, financial projections, business documents, code, systems or anything that would not otherwise be accessible to any individual. The Institution shall be vicariously liable for any unauthorized disclosure of such information by its students and shall assist the Company in any legal proceedings initiated to protect such data.

6. LIMITATION OF LIABILITY & TERMINATION

6.1. Disclaimer: The Company provides the internship program on an "as-is" basis without any warranties, express or implied. The Company shall have no obligation with respect to the conduct of each student during the term of the internship and shall have no financial obligations to the Institution arising out of this arrangement.

6.2. At-will Termination: As this is a non-commercial, gratuitous arrangement, the Company reserves the right to terminate this MOU or dismiss any individual intern at any time, with or without cause, effective immediately upon verbal or written notice.

For and on behalf of White And Box – Tech Products and Services	**For and on behalf of Koshys Institute of Management Studies**
Akshay H.A. Name: Arunkumar H N Authorized :- AKSHAY H.A. Designation: Director	Name: K Santhosh Koshy Designation: Chairman

INDIA NON JUDICIAL

सत्यमेव जयते

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA22918358311465X**
Certificate Issued Date	:	20-Aug-2025 05:24 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ VIDYARANYAPURA/ KA-GN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0860132590477019X
Purchased by	:	VERVVE MANQUE AVIATION ACADEMY LLP
Description of Document	:	Article 2(B) Administration Bond - In any other case
Property Description	:	M O U
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Second Party	:	VERVVE MANQUE AVIATION ACADEMY LLP
Stamp Duty Paid By	:	VERVVE MANQUE AVIATION ACADEMY LLP
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For The Bhagyalakshmi Souhardha Credit Co-Op. Ltd.
Authorised Signatory

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is between **Koshys Institute of Management Studies, Koshys Educational Trust** having its operational premise at No 31/1, Kadusonapana Halli, Hennur-Bagalur Road, Kannur, Bangalore - 560029 an organization committed to providing Online and offline Skill Development Courses & Professional Certification Courses and **Vervve Manque Aviation Academy LLP** based at #63, Kalra Central,3rd Floor, 2nd Main Road, Kempapura, Hebbal, Bangalore-560024 an affiliate committed to connecting Trainers with Training Opportunities, hereafter referred as **partner**.

For KOSHYS EDUCATIONAL TRUST
Authorised Signatory

RECITALS:

A. WHEREAS **Koshys Institute of Management Studies (KIMS)** has been established for the purpose of enriching the students education and to jointly work for enhancing the quality and employability of students by introducing Skill Development Courses in College.

B. WHEREAS partner wishes to collaborate with **Vervve Manque Aviation Academy LLP** for the purpose of identifying the Resourceful Trainers and conduct Skill Development Courses for Logistics and Aviation & Digital Marketing Add-on programs for students at Koshys Institute of Management Studies (KIMS).

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of KIMS and for the specific purposes mentioned below.

2. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of **one academic year (2025-26) i.e. for two academic semesters** or for such period as may be determined or extended by the parties from time to time by written notice.

3. Partner shall be responsible for providing Trainers as per the schedule given by.

4. Partner shall be responsible to extend full support in organizing the Schedule of Training. Each Semester's Training course duration shall be minimum for 40 Hours including 4 (Four) Hours of Assessments.

5. Partner shall also be responsible to conduct one pretest before the training, First Assessment after 12 Hours of training, second after 24 Hours of Training and final after completion of 36 Hours. Each Assessment shall be for 1 Hour.

6. Partner shall be responsible for quality training delivery, if the feedback of any trainer is found to be poor, then immediate replacement of trainer shall be done by the partner.

7. Partner shall be responsible to coordinate with the trainer for continuous involvement of trainer in the entire process.

for KOSHYS EDUCATIONAL TRUST

Authorised Signatory

8. Partner shall be responsible to take the attendance during the classes and update about the same.

9. Partner shall be responsible to identify the right resourceful trainer for delivering the Practical, Hands-on, Application Level, and Knowledge oriented sessions to learners which shall constructively fill the gap between Industry and academia.

10. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.

11. Students who successfully complete the course shall be jointly certified by the partner only based on the satisfactory completion of training and performance and attendance of the learner in the assessments throughout the course.

12. Students who are willing to obtain certifications from AASSC/IATA shall have to pay the respective certification fee as fixed by the College, the partner in turn shall be paid its portion of certification fee from the college.

13. Partner shall not collect any sort of fee directly from the students for any training / Industrial Visits / placement activities and all the payments to the partner shall be either routed from KIMS.

14. Payment Cycle for the academic year 2025-26, starts from September 2025 and the total training amount of the entire academic year shall be paid by **Koshys Institute of Management Studies** to the partner in 12 equal instalments, on the 10th day of every month from September 2025 to August 2026.

15. Partner has agreed to the **Payment Structure** as mentioned in Annexure– I.

16. Partner shall abide by all the instructor terms, regular terms and conditions of College.

17. Partner has agreed to provide Trainers as per the **Training Resource Requirement** mentioned in Annexure – I. The **Syllabus** of Training Programs shall be completed by the partner without fail in each academic semester. If the syllabus is not completed within the term days of academic semester, partner shall send the trainers to conduct the training programs on the special add on class hours which shall be scheduled by College as per the requirement of **Koshys Institute of Management Studies**.

VE MANQUE AVIATION ACADEMY

18. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice to the other party. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

19. ARBITRATION:

If during the continuance of the partnership or at any time afterwards, any disputes, differences, or questions shall arise between the partners or any of their representatives, touching the partnership or the accounts or transactions thereof or the dissolution or winding up thereof, or constructions meaning of effect of this Deed or anything herein contained or the rights and liabilities of the partners or their representative under this deed or otherwise in relation to the premises then every such disputes, differences or question shall be referred to a sole Arbitration pursuant to the Arbitration Act, 1940, or any statutory modification or re-enactment thereof for the time being in force.

Date: 21/08/2025
Place: Bengaluru
Name: Dr Santhosh Koshy
Designation: Chairman
(Koshys Institute of Management Studies)

for KOSHYS EDUCATIONAL TRUST
Authorised Signatory

Signature:
Authorized Signatory
with the seal

Date: 21/08/2025
Place: Bengaluru
Name: Divya P Kaveriappa
Designation: Executive Director
Partner (Vervve Manque Aviation Academy LLP)

VERVVE MANQUE AVIATION ACADEMY LLP
VERVVE

Signature:
Authorized Signatory
with the seal

ANNEXURE – I

TOTAL NUMBER OF STUDENTS				
Add on	**B. Com**	**BBA**	**BBA (BNU)**	
Aviation (IATA) V Sem		24		
Logistics V Sem	30	87		
Aviation V Sem			63	
Logistics + Aviation (Hybrid Model) III Sem		73		
Digital Marketing III Sem	54	139		
Aviation III Sem			76	
Total Number of Students	84	323	139	**546**

TRAINING RESOURCE REQUIREMENT & SCHEDULE									
LOGISTICS (BBA + B. Com)									
Day / Year & Sections	**III YEAR**								
	A	B							
Monday	T1P1	T1P2							
Tuesday	T1P1	T1P2							

AVIATION (BBA + BNU)					
Day / Year & Sections	**II YEAR**			**III YEAR**	
	BNU		**Hybrid**	A	B
Monday	T1P1		T2/T3 P2	T1P1	T1P2
Tuesday	T1P1		T2/T3 P2	T1P1	T1P2

DIGITAL MARKETING(BBA + B. Com)									
Day / Year & Sections	**III YEAR**								
	A	B	C						
Monday	T1P1	T1P2							
Tuesday		T1P2	T1P1						
Wednesday	T1P1		T1P2						

T: Trainer | P1: 9.00AM - 11.00AM | P2: 11.15AM - 1.15PM

PAYMENT STRUCTURE FOR THE ACADEMIC YEAR 2025-26	
(A) Total per student cost for even semester	INR 1,418 + GST
(B) Total per student cost for odd semester	INR 1,418 + GST
(C) Total per student cost per year	INR 2,836 + GST
(D) Total number of students	546
(E) Total Training Commercials for two semester (CxD)	INR 15,48,456+GST
(F) Monthly Payout (E/12 Months)	**INR 1,29,038+ GST**

Date: 21/08/2025
Place: Bengaluru
Name: Dr Santhosh Koshy
Designation: Chairman
(Koshys Institute of Management Studies)

For KOSHYS EDUCATIONAL TRUST
Authorised Signatory

Signature:
Authorized Signatory
with the seal

Date: 21/08/2025
Place: Bengaluru
Name: Divya P Kaveriappa
Designation: Executive Director
Partner (Vervve Manque Aviation Academy LLP)

VERVVE MANQUE AVIATION ACADEMY
VERVVE

Signature:
Authorized Signatory
with the seal

KOSHYS
INSTITUTE OF MANAGEMENT STUDIES
NAAC Accredited & ISO 9001:2015 Certified

RABBONI SHALOM
HR & Training Services

MEMORANDUM OF UNDERSTANDING

BETWEEN

KOSHYS INSTITUTE OF MANAGEMENT STUDIES

AND

RABBONI SHALOM HR AND TRAINING SERVICES

This Memorandum of Understanding (MOU) is made and entered into on 19-02-2025, by and between:

1.Koshys Institute of Management Studies, an educational institution Bangalore, committed to providing quality education and skill development for students.

2.Rabboni Shalom HR and Training Services, an organization specializing in training and certification programs,

1. OBJECTIVE

This MOU establishes a framework for collaboration between Koshys Institute of Management Studies and Rabboni Shalom HR and Training Services to offer a **30-hours Advanced Excel certification course** for B.Com students at KIMS. The course aims to enhance students' analytical and technical skills in Microsoft Excel, preparing them for industry requirements.

2. TERMS OF THE AGREEMENT

1.Course Details:

- The **Advanced Excel Certification Course** will be a **30-hour** program.
- The course content will be designed and delivered by trainers from Rabboni Shalom.

- Upon successful completion, students will receive a certification from Rabboni Shalom.

2.Financial Terms:

- The course fee is Rs. 1,600 per student.
- 10% of the total course fee collected will be contributed to KIMS.
- The payment process, including collection and disbursement, will be mutually agreed upon.

3.Responsibilities of KIMS:

- Facilitate the enrollment process and provide necessary infrastructure for training sessions.
- Promote the program among B.Com students.
- Support students in their learning journey through academic assistance.

4.Responsibilities of Rabboni Shalom:

- Design and deliver high-quality training sessions on Advanced Excel.
- Conduct assessments and award certifications upon completion.
- Provide course materials and necessary resources.

5. DURATION AND TERMINATION

- This MOU shall remain in effect for a period of 3 Months unless terminated by either party with prior written notice of 15 days.
- Any amendments or extensions to this MOU shall be mutually agreed upon in writing

6. GENERAL PROVISIONS

- Both parties agree to maintain confidentiality regarding proprietary information.
- Any disputes arising out of this MOU shall be resolved amicably through mutual discussion.

IN WITNESS WHEREOF, the undersigned representatives of KIMS and Rabboni Shalom HR and Training Services agree to the terms stated above.

Signed on this [19-02-2025]

Dr.Santosh Koshy

Chairman

Koshys Group of Institution

For Rabboni Shalom HR and Training Services:

Ms.Jane Christie Carolene

Director

Rabboni Shalom HR and Training Services

RABBONI SHALOM
Bangalore
HR & Trainig Services

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INDIA NON JUDICIAL

Government of Karnataka

SEVA KENDRA KANNUR BRANCH
Authorized Signatory

e-Stamp

Certificate No.	:	**IN-KA06040889125692Y**
Certificate Issued Date	:	12-Mar-2026 11:16 AM
Account Reference	:	NONACC (FI)/ kagcsl08/ KANNUR/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0808841149624800Y
Purchased by	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Description of Document	:	Article 2(B) Administration Bond - In any other case
Property Description	:	M O U
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Second Party	:	NASSCOM
Stamp Duty Paid By	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

MEMORANDUM OF UNDERSTANDING
FOR
ACADEMIA / SKILLING PARTNER

This Memorandum of Understanding ("**MoU**") is entered into on this 12th day of March 2026 ("**Effective Date**"):

BY AND BETWEEN

US

(1) **Koshys Institute of Management Studies, Bengaluru**, an entity duly established under the laws of India having its head office at 31/1, Kadusonnapanahalli, Hennur - Bagalur Road, P.O. Kannur, Bengaluru, represented herein by Dr Santhosh Koshy, Chairman (hereinafter referred to as "**Partner**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, and permitted assigns, of the **FIRST PART**.

AND

(2) **National Association of Software and Service Companies (nasscom)** having its head office at the nasscom Plots 7-10, Sector 126, Noida, UP –201303, India, represented herein by COO, IT-ITeS Sector Skills Council (SSC nasscom) (hereinafter called "**nasscom/SSC nasscom**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, and permitted assigns, of the **SECOND PART**.

The Partner and nasscom/SSC nasscom are hereinafter referred to collectively as the "Parties" and individually as a "Party".

Whereas:

1. IT-ITeS Sector Skills Council (SSC nasscom), an integral part of nasscom, is the skill standard setting body of the IT-ITeS Industry and is also the education & skill development initiative of nasscom. SSC nasscom works with its industry members, select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry.

2. nasscom/SSC nasscom has become an awarding body with National Council for Vocational Education and Training ("**NCVET**") w.e.f. 5th July 2022 for the conduct of assessments.

3. The Parties desire to collaborate for skill development initiatives, faculty development programs, industry-aligned curriculum integration, certification programs, and other capacity-building initiatives.

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND REPRESENTATIONS SET FORTH IN THIS MOU, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1
OBJECTIVES

The primary objective of this MoU is to:

- Establish a formal partnership between nasscom/SSC nasscom and the Partner.
- Engagement and knowledge-sharing between the Parties for capacity building in IT-ITeS core competency and other digital courses including emerging technologies.

ARTICLE 2
OFFERINGS TO PARTNER

I. Access to FutureSkills Prime

The Partner shall have unrestricted access to all free journeys and free courses, including both aligned and non-aligned content, available on the FutureSkills Prime platform for an unlimited number of students and faculty members. This access enables them to explore courses and learning journeys offered by industry leaders and OEMs on emerging technologies, which can be undertaken in a self-paced mode. Additionally, the nasscom/SSC nasscom team will provide necessary support and guidance in selecting courses aligned with current industry hiring trends and requirements.

Further, the Partner agrees to ensure that, in cases where the candidates being onboarded onto the FutureSkills Prime platform are minors (i.e., below the age of 18 years), a duly signed Parent/Guardian Consent Form, as per Appendix-1, is obtained prior to their enrolment, in accordance with provisions of applicable laws, including relevant data privacy laws. The Partner shall maintain proper records of such consent forms and shall make them available for review by nasscom/SSC nasscom, as and when required by nasscom/SSC nasscom.

II. Career Counselling and extending nasscom Talent Connect Portal

Certified students from the Partner who have successfully completed the courses shall have access to the nasscom/SSC nasscom's Talent Connect Portal to explore job opportunities posted on the Talent Connect Portal. Additionally, upon the Partner's written request, a career counselling session may be conducted by nasscom/SSC nasscom once per calendar year, virtually or in-person, to guide such certified students/faculty members of the Partner on IT/ITeS sector related career opportunities. The Partner shall be responsible for all logistical arrangements and associated costs, as mutually agreed in writing. Furthermore, nasscom/SSC nasscom may, upon request from the Partner, also organize one (01) Mega Career Fair (virtual or physical) per calendar year, for the Partner. All logistical and financial aspects in respect of such event shall solely be borne by the Partner. Nasscom/SSC nasscom shall not be liable for event outcomes (e.g., job placements) or any third-party actions.

III. Industry Connect

The Partner shall have the opportunity to participate in one (1) "Digital Adda" virtual event per calendar year organized to facilitate industry connections and idea exchange. Participation is subject to availability, and the Partner's agreeing to comply with event guidelines, as applicable. Additionally, an opportunity will be provided to the selected leadership (up to two (2) representatives) of the Partner to take part in a roundtable discussion or attend an expert session at an event hosted by or in collaboration with nasscom/SSC nasscom.

IV. Credit equivalent course integration, FDP w.r.t FutureSkills Prime Courses

Nasscom/SSC nasscom shall provide the Partner the opportunity to integrate certain identified FutureSkills Prime credit-equivalent (NOS-aligned) courses, into the Partner's curriculum for student learning, subject to nasscom/SSC nasscom's prior written approval of the integration plan. Furthermore, specialized Faculty Development Programs ("**FDPs**") led by industry experts will be offered by nasscom/SSC nasscom to enhance Partner's faculty proficiency in emerging IT-ITeS domains, with format, schedule and costs determined on a mutually agreed basis.

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V. Assessment and Certification

Nasscom/SSC nasscom shall make available assessment and certification services for students/faculty members of the Partner, subject to mutually agreed terms and cost.

ARTICLE 3
RESPONSIBILITIES OF THE PARTNER

I. Awareness Outreach and Participation:

- Identify, enroll, and actively encourage students and faculty to participate in and complete certification under nasscom/SSC nasscom digital skilling program, Talent Connect Portal, and other named initiatives specified under this MoU.
- Promote nasscom/SSC nasscom's offerings through seminars, workshops, and career counseling sessions using only nasscom/SSC nasscom -approved materials and in compliance with nasscom/SSC nasscom's branding guidelines.
- Partner to ensure a minimum of 3500 students identified for skill upgradation in an academic year under FutureSkills Prime initiative.

II. Infrastructure and Faculty Support

- Provide adequate infrastructure such as seminar halls, computer labs with video and audio proctoring assessments, internet facilities, and classrooms to facilitate nasscom/SSC nasscom's programs.
- Ensure availability of qualified faculty and support staff to deliver and support nasscom/SSC nasscom programs including capacity building activities such as FDPs.

III. Compliance and Governance

- Ensure all activities are conducted in line with the guidelines provided by nasscom/SSC nasscom.
- Share, in writing, quarterly progress updates and feedback with nasscom/SSC nasscom to track outcomes and impact.
- Partner shall seek prior written approval for using SSC nasscom and/or FutureSkills Prime logos, name or other nasscom/SSC nasscom intellectual property for any branding/promotional activities.

ARTICLE 4
FINANCIAL TERMS

The Partner agrees to pay nasscom/SSC nasscom a nominal non-refundable annual partnership fee of INR 50,000/, plus applicable taxes. The fee shall be paid within seven (7) days of signing this MoU and subsequently on an annual renewal basis using electronic banking or such other mode as may be indicated by nasscom/SSC nasscom.

ARTCLE 5
TERM AND RENEWAL

This MoU shall remain valid for a period of one (1) year from the Effective Date, unless terminated earlier in accordance with the provisions of this MoU. The MoU may be renewed annually upon mutual agreement and payment of the annual partnership fee.

ARTICLE 6
CONFIDENTIALITY

6.1. The Parties agree that due regard shall be given to the confidentiality of the information which either Party may share with the other Party in their dealings under this MoU. The terms of this MoU and the information shared under this MoU are confidential information. For purposes of this MoU, any and all information relating to either Party's business, computer programs (including source codes), technical drawings, algorithms, know-how, processes, designs, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, financial and product development plans, strategies, information pertaining to subcontractors or any other information which is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself, is hereinafter referred to as "**Confidential Information**".

6.2. No Confidential Information shall be disclosed by the receiving Party without the prior written consent of the other Party, except as required by law or to comply with any regulatory or similar requirement. If either Party is required to disclose any Confidential Information of the other Party under law or to comply with any

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regulatory or similar requirement, the Party so required shall notify the other Party immediately and shall, at such other Party's cost, co-operate in seeking a reasonable protective order.

6.3. The confidentiality related clauses shall not apply:
- to any Confidential Information specifically permitted to be disclosed by the disclosing Party in writing;
- to the extent that the Confidential Information is publicly available (other than as the result of a breach under this MoU); or
- to information developed independently by the receiving Party without the benefit, use or reference of any Confidential Information of the disclosing Party.

6.4. Further, a Party may disclose Confidential Information to its employees and/or professional advisors, but only to the extent necessary for the purpose of this MoU and subject to such employees and/or professional advisors, as relevant, accepting, in writing, confidentiality obligations equivalent or stronger than those set out herein.

6.5. As between the disclosing Party and the receiving Party, the disclosing Party shall be the sole and exclusive owner of all of its Confidential Information and no license or other rights to the Confidential Information are granted or implied hereby. All tangible materials furnished to one Party by the other shall remain the property of the Party furnishing such materials and shall be returned to that Party promptly upon its reasonable request or upon determination of this MoU, together with any copies thereof.

6.6. The Parties agree that the unauthorized disclosure of any of the Confidential Information by either Party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-breaching Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

6.7. This clause shall survive for a period of three (3) years from the date of expiry or earlier termination of this MoU.

ARTICLE 7
DISPUTES & GOVERNING LAW

In the event of any dispute or difference or question arising between the Parties out of or in relation to or in connection with this MoU, both Parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of 1 (one) month from the date of receipt of notice of dispute by the non-breaching Party. Upon failure of the Parties to reach an amicable settlement within the aforesaid period of 1(one) month of such dispute arising, such dispute or differences or questions shall be referred to arbitration or conciliation, in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The Arbitration proceedings shall be conducted in the English language by a sole arbitrator to be mutually appointed by the Parties. The Arbitration Award shall be final and binding on the Parties and unless otherwise determined by the arbitrator, each Party should bear its own arbitration cost

This MoU shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction.

ARTICLE 8
INTELLECTUAL PROPERTY

8.1. Each Party shall be the sole and exclusive owner of its Intellectual Property Rights ("**IPR**"), which would include but not be limited to trademarks, copyrights, brand name, brand value, goodwill, any enhancements or modifications thereto etc. whether such intellectual property was in existence prior to this MoU or created during the subsistence of this MoU. Neither Party can claim to have any right or interest of any manner whatsoever over the other Party's intellectual property rights. Intellectual property rights of both Parties and all information, etc. incidental and ancillary thereto, shall also be within the ambit of the term 'Confidential Information' as defined in this MoU and shall be afforded the same protection as defined above. Rights and ownership of third party IPRs shall be subject to terms made available by the relevant third party.

8.2. Subject to the terms hereof, neither Party shall use other Party's name, trademark, logo or other markings outside its organization without express written consent of the other Party, which may be withheld by the Party owning the same at its sole discretion. Provided that the Partner may use nasscom/SSC nasscom's name for credential purposes alone with nasscom/SSC nasscom's prior written approval. In the event such approval is granted, any use of nasscom/SSC nasscom's s trademarks shall be done in accordance with the guidelines

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provided by nasscom/SSC nasscom's and the Partner shall not do anything which would negatively impact such trademark, legally or reputationally.

ARTICLE 9
TERMINATION AND NOTICES

Either Party may terminate this MoU by providing thirty (30) days' written notice to the other Party. Upon termination, both Parties shall fulfill their respective obligations up to the effective termination date.

nasscom/SSC nasscom reserves the right to terminate this MoU forthwith upon written notice if the Partner breaches the terms of this MoU and the Partner fails to cure the breach within fifteen (15) days of receiving such notice of breach from nasscom/SSC nasscom.

The termination of this MoU shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable not withstanding such expiry or termination.

Any notice required or permitted to be given to a Party under this MoU shall be in writing, shall be sent by post (registered or certified with postage prepaid), overnight courier of recognized international standing, personal delivery, or fax (if appropriate confirmation is received), and shall be deemed to have been given when delivered:

a) If to nasscom/SSC nasscom, at address: Plots 7-10, Sector 126, Noida, UP – 201303
b) If to the Partner, at address: 31/1, Kadusonnapana Halli, Hennur-Bagalur Road, P.O.Kannur, Bengaluru – 562149

ARTICLE 10
INDEMNIFICATION AND LIMITATION OF LIABILITY

Partner hereby agrees to absolutely and unconditionally hold harmless and will indemnify nasscom/SSC nasscom including its officers, employees and agents , against any losses, liabilities, costs, damages, expenses (including reasonable attorney's fees) incurred or to be incurred by nasscom/SSC nasscom insofar as such losses, claims, costs, damages, expenses directly or indirectly, arise out of, in any way relate to, or result from (a) breach of any of the terms and conditions contained herein by Partner (including its students/faculty members); (b) breach of any applicable laws by Partner.

Further, neither Party or its affiliates shall, under any circumstances, be liable to the other Party or its affiliates for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever, or for any damages arising out of or in connection with any malfunctions, delays, loss of data, loss of profit, interruption of service or loss of business or anticipatory profits, even if a Party or its affiliates have been apprised of the likelihood of such damages occurring.

ARTICLE 11
WAIVER
No waiver of any provision of this MoU shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this MoU shall not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.
ARTICLE 12
GENERAL PROVISIONS

a) This MoU contains the entire MoU between the Parties regarding the subject matter of this MoU, and there are no other promises or condition or any other agreement whether oral or written. In any event this MoU shall supersede any such previous agreement, promise or understanding, whether oral or written.
b) This MoU is non-exclusive, and either Party may enter into similar arrangements with other organizations.
c) Any amendments to this MoU shall be made in writing and duly signed by authorized representatives of both Parties.
d) Neither Party shall be held responsible for non-fulfillment of the respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, natural

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disasters, policy decision of government, war, flood, earthquakes, strike, lock-outs, pandemic, epidemics, riots, civil commotion etc.

e) Upon termination or expiry of this MoU, Article 6, 7, 8, 10 and 12(e) shall survive and remain binding on the Parties to the extent necessary to give effect to their intended purpose.

f) It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party. Use of word "Partner" throughout this MoU is for the reference purposes and doesn't create a partnership relationship under the law.

IN WITNESS WHEREOF, the undersigned have executed this MoU on the day and year first above written.

For and on behalf of Partner	For and on behalf of nasscom/SSC nasscom
Signature................................ Dr Santhosh Koshy Chairman Koshys Institute of Management Studies, Bengaluru	Signature Upmith Upmith (Feb 12, 2026 12:24:37 GMT+5.5) Dr. Upmith Singh COO, SSC nasscom
STAMP	STAMP
Witness: Signature:...................................... Dr. Adilakshmamma T HoD, MCA & COE Koshys Institute of Management Studies, Bengaluru	Witness: Signature: Harsha S Harsha S (Feb 12, 2026 12:05:56 GMT+5.5) Harsha S Senior Associate, SSC nasscom

Appendix 1

Parent/Guardian Consent Form for Minor's Participation on FutureSkills Prime Platform

To be completed by the Parent/Legal Guardian of the Minor Participant

Name of the Minor Candidate: ______________________________

Date of Birth: ______________________________

Name of Parent/Guardian: ______________________________

Relationship to Minor: ______________________________

Contact Number of Parent/Guardian: ______________________________

Email Address of Parent/Guardian: ______________________________

Address: ____

Consent Declaration

I, the undersigned, being the parent/legal guardian of the above-named minor, hereby give my full consent for my child to be enrolled and participate in courses, programs, and activities offered by National Association of Software and Service Companies (nasscom) through its **FutureSkills Prime platform**.

I confirm that:

1. I have read and understood the nature of the FutureSkills Prime platform and the types of digital learning engagements it provides.
2. I acknowledge that my child will be required to access content online and may need to share certain personal information for the purposes of registration, progress tracking, and certification.
3. I give consent for my child to receive communications related to courses, assessments, certification, and other academic-related matters from FutureSkills Prime and its authorized partners.

I further agree to supervise and guide my child's engagement on the platform and ensure appropriate usage in accordance with the terms and conditions of FutureSkills Prime.

Signature of Parent/Guardian: ______________________________

Date: ______________________________

Place: ______________________________

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Government of Karnataka

G SEVA KENDRA KANNUR BRANCH Authorized Signatory

e-Stamp

Certificate No.	:	IN-KA18116410366149Y
Certificate Issued Date	:	26-Mar-2026 11:10 AM
Account Reference	:	NONACC (FI)/ kagcsl08/ KANNUR/ KA-JY
Unique Doc. Reference	:	SUBIN-KAKAGCSL0831771484259750Y
Purchased by	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Description of Document	:	Article 2(B) Administration Bond - In any other case
Property Description	:	M O U
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	PRIMAX FOUNDATIONS
Second Party	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Stamp Duty Paid By	:	KOSHYS INSTITUTE OF MANAGEMENT STUDIES
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on the 26hday of March 2026, Bengaluru

Between

PRIMAX FOUNDATION ESTD-2015 BENGALURU-56

Koshys Institute of Management Studies Bangalore

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PRIMAX FOUNDATION
(Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G)
Bengaluru, Karnataka, India

And

Koshys Institute of Management Studies
(No.31/1 , Kadusonnapana Halli, Hennur -Bagalur Road, Kannur, Bangalore -562149, Karnataka, India)

Primax Foundation (PF), Registered Under the Karnataka Societies Act 1960& IT Act 12A, 80G) No.B 10, First Main Road, Devarajurs Layout, Viswa Vidyalaya PO, Nagdevanahalli, Bengaluru – 56, Karnataka, India.

And

Koshys Institute of Management Studies No.31/1, Kadusonnapana Halli, Hennur - Bagalur Road.Kannur ,Bangalore -562149 ,Karnataka , India.

This Memorandum of Agreement is drawn up and agreed upon between Primax Foundation (PF), Registered Under the Karnataka Societies Act 1960& IT Act 12A, 80G) No.B 10, First Main Road, Devarajurs Layout, Viswa Vidyalaya PO, Nagdevanahalli, Bengaluru – 56, Karnataka. India and Koshys Institute of Management Studies No.31/1, Kadusonnapana Halli, Hennur -Bagalur Road, Kannur, Bangalore -562149 . Karnataka. India.

About Primax Foundation, Bengaluru, Karnataka

Primax Foundation was established 2015 and it was registered under the Karnataka Societies Reg. Act 1960 (Reg. No JNR-211-2015-16 & IT Exemption - 12 A & 80 G)

Primax Foundation is established with towering ideals of imparting quality and non-profitable services to the society through Journals, Seminars, Workshops, Educational Training & Skill Development, Study Circles, Counseling & Rehabilitation, Initiating Research Activities etc., for total personality development in the society. Primax Foundation is an upcoming Training and Development Center at Bangalore offering a variety of need based training programs, through on and off campus modes. The primary aim is to ensure employability for the students and molding them to suitably fit into all aspects of corporate requirements. In addition, its intention is to upgrade the quality of research work among the faculty members involved in Science & Humanities, Commerce, Management Education and the allied fields to ensure that all the research work undertaken, is gainfully employed by the industry, society and corporate world. Its operational objective is to disseminate, strengthen and enhance knowledge, across all sections of the society.

About Koshys Institute of Management Studies, Bengaluru

Koshys Institute of Management Studies is an ISO-certified and NAAC-accredited prestigious institution across South India in management and commerce education, fostering excellence in management, research, innovation, entrepreneurship, and leadership with a holistic approach by imparting quality education to students for over 20 years. Koshys Institute of Management Studies, since its inception in 2003, is home to more than 2000 students.

Objective of MoU

The goal of this cooperation is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best efforts, mutual benefit, and frequent interaction. **Primax Foundation and Koshys Institute of Management Studies** explore the possibility of engaging in the following modes of collaboration.

a. Exchange of information on research, teaching (Providing Support for Guest lecture,

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Resource Person, Corporate Person from India and Outside India), learning materials and other literature relevant to their educational and research programme ;

b. Joint organization of Seminar, Conference (National& International Level), Workshop, Faculty Development Programme, Management Development Programme, Case Study Presentation, short-term continuing education programs on topics of mutual interest, while extending invitations to each other's faculty to participate therein;

c. Joint proposal and engagement in research or training programs sponsored by funding agencies, while extending invitation to each other's faculty to participate therein.

d. To Assist the National level & International level seminar and Conference proceeding and Article publication with ISSN (UGC listed Journals, Scopus, ISI Journal, Thomson Reuters etc.)

e. To assist National and International Level Education Tour and Industry Visit Programme.

f. To organize a Training and Development programme (Such as Personality Development, Communication, Skill Development & Placement Training Programme and Finally to conduct a pool campus interview (Direct Recruitment.)

g. To organize an Add-on Program to **Koshys Institute of Management Studies** students such as Advance Excel, Tally ERP, SPSS, Business Analytics & Any other skill development program.

h. To arrange an education tour in India & Foreign Countries.

Finance Provision

The terms of any financial arrangement will be subject to separate agreements made on a case –by case basis; such further agreements will include the names of those persons responsible for managing the implementation etc. of collaborative activity.

Activities in Details

PRIMAX FOUNDATION (PF), Registered Under the Karnataka Societies Act 1960& IT Act 12A, 80G) Nagdevanahalli, Bengaluru – 56, Karnataka. India and **Koshys Institute of Management Studies, Bengaluru** the parties to this memorandum, wishing to enhance relations between the two Academic Research Institutions and to develop Academic and Research activities interchange in the areas of Educations, Research and Technology transfer, and other activities, agree to collaborate towards the internationalization tie-up (to help International University tie-up, to conduct a Workshop, Seminar, FDP, MDP, in National and International Level with ISSN and ISBN Publications and the establishment of formal relationship and linkage in their area of interest. **PRIMAX FOUNDATION and** recognize their strengths in Research and education in the discipline of Commerce, Economics, and Management ciences, and their mutual interest in engaging themselves in academic cooperation. Therefore, **PRIMAX FOUNDATION and KOSHYS INSTITUTE OF MANAGEMENT STUDIES** agree to establish a programme for academic cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this Memorandum of Understanding (MoU)

Co-ordination

The following arrangement is suggested for the co-ordination of collaboration; each of the institution (**PRIMAX FOUNDATION AND KOSHYS**) shall appoint one member of its teaching faculty/ research faculty to coordinate the programme on its behalf.A coordination committee, consisting of Principal of **Koshys Institute of Management Studies** or his /her nominee b) President/Secretary of **PRIMAX FOUNDATION** or his /her nominee c) Programme coordinator from both institutions will periodically review and identify way to strengthen cooperation between the two institutions

Valid Duration

Initially, this MOU shall be effective from the date of singing by authorized authorities of both parties and is **valid for a period of THREE years.**

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Renewal

The MOU shall be renewed by authorized representative of both parties, under mutually agreed revised terms and condition through a renewal application.

Amendments

Any of the clauses/ articles contains here in this MOU shall be amended with mutual written and specific consent of both the parties.

Termination

This MOU shall be terminated by either party by giving three months' notice to the other. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

Contact Persons

The President/Vice President/ Secretary, Primax Foundation and Principal, Koshys Institute of Management Studies shall be the contact persons who will be coordinating the implementation of this MOU during its validity

Agreement subject to legal regulations.

This MOU shall effect subject to compliance with all legal statutes and Regulations and Rules applicable to the activities envisaged under the this MOU

Therefore, there be a dispute relating to any aspect of academic cooperation, Principal of **Koshys Institute of Management Studies and** President and Secretary of **PRIMAX FOUNDATION** will jointly resolve the dispute in a spirit of independence, mutual respect and sharedresponsibility. The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signature:

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Institute of Management Studies Bangalore

For Primax Foundation Bengaluru, Karnataka. India.	For Koshys Institute of Management Studies, Bengaluru, Karnataka India.
Dr. K V Ramanathan **Founder Director**	**Principal**
Official Seal PRIMAX FOUNDATION ESTD-2015 BENGALURU-56	Official Seal Koshys Institute of Management Studies Bangalore
Date: 26/03/2026	**Date: 26/03/2026**
Website:www.primaxfoundation.com	Website:www.kimsbengaluru.edu.in
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Witness :	Witness :