

AGREEMENT

INDIAN INSTITUTE OF ECOMMERCE & SAGAR INSTITUTE OF SCIENCE AND TECHNOLOGY,
SCHOOL OF MANAGEMENT STUDIES (SISTec MBA)

This agreement is signed on 28th day of March 2018 by and

Between

Indian Institute of Ecommerce Foundation, a Company registered under the Companies Act 2013 (CIN: U74140DL2015NPL286582) having its registered office at A-20, LGF, Kamla Nagar, Delhi-110007 and its Headquarters at #15 Floor, Eros Corporate Tower, Nehru Place, New Delhi 110019, which includes its heirs and assigns of the first part, through its Authorized Signatory Dr. Sumit Pareek (hereinafter called as IIEC).

And

Sagar Institute of Science and Technology, School of Management Studies (SISTec MBA), Address: Opposite International Airport, Gandhinagar, Bhopal (M.P), 462036 and its Authorized Signatory Dr. Abhishek Tripathi (hereinafter called as SISTec MBA).

Whereas:

1. IIEC is an E-Commerce Training Institute which has multiple certification courses with IIEC and IIEC certification Partners.
2. IIEC is having its headquarters/offices at 15th Floor Eros Corporate Tower, Nehru Place, New Delhi-110019
3. IIEC is an authorized partner of CJ.com, Send Pulse, Digital India, Clickbank, DoubleClick, Bing, Amazon, Yahoo, First Data, Google & Alibaba (e-commerce companies.)
4. IIEC has agreed to take SISTec MBA. as its authorized Channel Partner to market and deliver various training program offered by IIEC.
5. SISTec MBA. has adequate marketing resources and has offered his marketing & post marketing support to IIEC i.e. tie-up with Training Institutes, Universities & Colleges to provide various IIEC Certificate program SISTec MBA to the aspiring candidates.

Now the two parties agree to the following terms and conditions:

I. Channel Partner's Activity:

1. SISTec MBA. will act as an authorized offline marketer for IIEC for connecting Training Institutes and Colleges to deliver various training programs
2. SISTec MBA. is not an exclusive marketer of IIEC.
3. SISTec MBA. has to maintain and update the CRM and report the newly signed MoU's to IIEC on weekly basis every weekend on previous week's achievements (MoU's, Agreements & Course Sales) and current week's expected result.
4. SISTec MBA. is obliged to take care of the MoU Signups, and also Post sales Coordination between the Partner Training Institutes .
5. The Post Sale support will be provided by IIEC for the first 12 Weeks to the SISTec MBA. after signing up the agreement with IIEC . After 12 Weeks of the Agreement the SISTec MBA. is supposed to coordinate the post sales support activities for its Partner Institutes with help of Mr.Rajguru'

Steps for Post Sale Support Coordination steps will be as follows:

Firstly , All the Training Institutes will be sending their students list to MSISTec MBA. like the details of every fresh batch which joins the Training Institute for enrollment . Then SISTec MBA. collects and updates the details every fortnightly.

6. SISTec MBA. has a weekly target to finalize Final Agreements. Training Institutes per week or Training Institutes per Month that is Institute's to tie-up by end of year but the Monthly target of 20 Final Agreements with IIEC must be guaranteed.
7. SISTec MBA. must use his own resources and man-power to tie up with Training Institutes and Colleges and will not access IIEC's Leads or IIEC Resources unless IIEC provides the support.
8. SISTec MBA. must take approval from IIEC before sending any newly designed collaterals and agreements to training institutes, colleges or sub-contracted partners.
9. SISTec MBA. will also get an E-Mail ID as Prachi.Shrivastav@iiec.edu.in and Business Card to represent IIEC.
10. SISTec MBA will have to mark to chairman@iiec.edu.in in the CC of Every email. If SISTec MBA. fails to communicate effectively with its partner institutions, SISTec MBA. is legally responsible for any legal matter, IIEC will not be responsible.
11. Training contents will be provided by IIEC and cannot be modified. The IPR of the training content, Certifications shall vest with IIEC and IIEC Certification Partners i.e: Google, Amazon, Alibaba, Digital India, etc.
12. Certificate to the successful candidates shall be provided by IIEC and its certification partners.

II. Financial Terms

1. IIEC will collect fees from the candidates through IIEC payment gateway or training institutes will collect payments and will pay to IIEC and then the payment will be paid to SISTec MBA. from IIEC. The transfer of amount to SISTec MBA. will be done or before 10th of each month for the fee received during the preceding calendar month.
2. SISTec MBA. is not permitted to fix course fees other than the price fixed by IIEC or Fixed mutually.
3. **For Connecting Franchise:** IIEC gives 20% on each franchise fee.
4. **For Affiliate marketing:** 25% on direct sale on your iiec.edu.in affiliate code.
5. **For B2B Sales in Colleges / Universities :** IIEC keeps 80% of the fixed course fees whereas SISTec MBA. keeps the remaining 20% from B2B deal done at Colleges / Universities that SISTec MBA. enters into an agreement with. So, the revenue sharing will be as 80% to IIEC and 20% to SISTec MBA. where in SISTec MBA. shares or saves commission in the partner University / college in the fixed slab rates provided by IIEC completely up to the SISTec MBA's interest.

III. General Terms:

1. SISTec MBA. and IIEC agrees to arrange and attend meetings at regular intervals to discuss monthly reports of the progress, achievements and developments.

- Institute, So that no other IIEC Channel Partner will have claim on the same Institute.
3. .SISTec MBA. will promote the above program through his network to partner with Colleges and Training Institutes, where as IIEC is not restricted to directly connect with any institute and work directly with the institutions unless the .SISTec MBA. has an MoU signed up with the Partner Institute (eg: .SISTec MBA. had approached an institute at some point of time but the MoU didn't happen by .SISTec MBA. after 30 days.)
 4. .SISTec MBA. is free to volunteer at IIEC to help IIEC 's program development , Strategic Discussions and connecting to various Trade Bodies , Corporations and Government Bodies to strengthen IIEC 's value which in turn will also help .SISTec MBA. to market IIEC well.
 5. .SISTec MBA. agrees to comply with all applicable laws and regulations, including but not limited to marketing and direct selling laws and regulations as per TRAI.
 6. .SISTec MBA. can reproduce the Promotional materials supplied by IIEC ,but should not reproduce the course materials as slides, overhead, videos, manuals, workbook etc as all the course materials supplied by IIEC are copyrighted.
 7. In case if .SISTec MBA. fails to provide post sale support to its partner institutions which will result in poor performance from its partner institutes in terms .SISTec MBA of monthly admission , quality of students , miscommunication and devaluing the brand value of IIEC and IIEC Certifications Partners such as Amazon , Alibaba , Google , Digital India etc . IIEC will terminate the contract with the and take over the post sale support directly to save IIEC's brand value in the market which will also transfer the control of partner institute from .SISTec MBA. to IIEC and henceforth no royalty will be shared to .SISTec MBA. for the failure of post sale support to its training partners.
 8. .SISTec MBA. shall allow the person authorized by IIEC to inspect the premises, financial records relating to IIEC training program .SISTec MBA, software and hardware at any time.
 9. IIEC and Channel Partner shall maintain strict confidentiality of each other's confidential information which is so described as confidential.
 10. **Confidential Information** means the terms .SISTec MBA of this agreement and all information concerning IIEC & .SISTec MBA. or either Party to which the other Party is provided access by virtue of its activities as a result of this agreement. Confidential Information does not include information that has been publicly disseminated in writing by the owner, in which the receiving Party can show it knew prior to disclosure, or which was rightfully received by a Party from a third Party without restriction . Confidential Information acquired hereunder by either Party will be treated as proprietary information of the disclosing Party and shall not be used for any purpose other than the collaborations between IIEC & .SISTec MBA. or disclosed to any third Party, except such Party 's professional advisers , affiliates ,

MBA. has to start tie-up with Institutes/Colleges/Universities.

IV. Validity, Disputes Resolution and Jurisdiction:

1. The agreement shall be valid for a period of 2 year from the date of signing and may be renewed subject to mutual discussions and understanding.
2. The agreement can be terminated from either side by giving one month notice.
3. If there is any dispute, efforts shall be made to resolve the same through mutual discussions to avoid legal resource as far as possible.
4. If the dispute still persists, the area of jurisdiction shall be the courts of Delhi only.
5. If any clause of the agreement is considered to be invalid/ unlawful subsequently, the other clauses of the agreement shall continue to be valid and enforceable and the operation of the agreement will not be affected.

6. Ethics and Anti Corruption Laws

- a. The Partner agrees and undertakes to abide by IIEC's Code of Business Conduct and Ethics (the "**Code**") which prohibits the paying of bribes to anyone for any reason, whether in dealings with the government or the private sector or any statutory body. The Partner shall not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Agreement. IIEC shall have the right to immediately terminate or suspend performance under this Agreement if the Partner breaches this Section. The Partner shall maintain true, accurate and complete books and records concerning any payments made to another party by the Partner under the Agreement, including on behalf of IIEC. IIEC and its designated representative shall have the right to inspect the Partner's books and records to verify such payments and for compliance with this Section
- b. Partner covenants and undertakes that it shall not make, authorize or tolerate to be made, in the performance of this Agreement, any payment, loans or gifts, or promises or offers of payments, loans, gift, of any money or anything of value, directly or indirectly, to or for the use or benefit of any employee of IIEC or of its agent, affiliate or associate etc.

V. Force Majure

1. Neither party shall be responsible for delay in performance of its obligations due to occurrence of an event which is beyond the reasonable control of a party, is not foreseeable and makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered as impossible under the circumstances .SISTec MBA and includes events but not limited to war, riots, earthquake, fire, floods, civil disorder, strike, lockout, storm, adverse weather conditions or any other natural calamity or any orders of closure by government authorities.

VI. Communication:

1. All communication including notices under this agreement by one party to the other party shall be given through registered/ speed post/ courier/ Email to the following:

To IIEC:

Name: Dr.Sumit Pareek

Address: Level 15,Eros Corporate Tower, Nehru Place, New Delhi-110019.

Email ID: chairman@iiec.edu.in

Contact Person for operational Issues: Rajguru

Contact Numbers: +919731508888, +919741508888

To .SISTec MBA.

Email ID: Prachi.Shrivastav@iiec.edu.in,

Designation: Strategic Channel Head-Sales

In witness where of IIEC & .SISTec MBA. after fully understanding the above stated terms .SISTec MBA and conditions have put their signatures in presence of below signed witnesses on this the day, month and year above mentioned.

For and on behalf of

Indian Institute of eCommerce Foundation

Name:

Title:

For and on behalf of

.SISTec MBA.

Name:

Title:

termination or expiry of this Agreement.

11.6 Notices. All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below the Parties' signatures at the end this Agreement. Any Party may from time to time change such address by giving the other Party notice of such change in accordance with this Section 11.6. Personnel has executed this Agreement as of the date set forth below.

11.7 Survival. The provisions contained in Sections 5, 6, 7, 8, 9, 10 and 11.5 shall survive the termination or expiry of this Agreement.

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PROGRAM DIRECTOR

Name: Rajguru Panner

Title: Program Director

Date Signed:

23/03/18

HEC Franchise Partner:

HEC FRANCHISE

Name: Dr. Abhishek Tripathi

Title: Dean Academics and Operations

Date Signed:

23/03/18