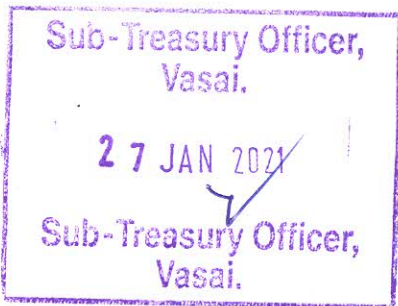




महाराष्ट्र MAHARASHTRA

2020

XB 680675



Memorandum of Understanding

27/1/21

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" is an agreement made at Mumbai on the 9th day of February, 2021, between **Buycano Private Limited**, a company incorporated under the Companies Act 2013 and having its Corporate and registered Office at 504 Sundaram 1A, Raheja Complex, Malad East, Mumbai - 400097 hereinafter referred to as "buycano" which expression shall include its successors and assigns on the One Part;

AND

Nirmala Memorial Foundation College of Commerce and Science situated at D.S. Road, Thakur Complex, Kandivali East, Mumbai 400 101, an Educational Institution affiliated to the Mumbai University,

Christopher Mathews

29 JAN 2021

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29.01.2021

दोषपत्र - १/Annexure - 1

फक्त प्रतिज्ञापत्रालाठी / ONLY FOR AFFIDAVIT

१. सुट्टांक किती नोंदवही अनु. क्रमांक -/ दिनांक
(Serial No. / Date)

२. सुट्टांक विकत घेणान्याहे नांव, रहियालाखा पत्ता व सही
(Stamp Purchaser's Name,
Place of residence & Signature)

३. परवानग्याक सुट्टांक विकेत्याची सही

व परवानग्या प्रत्येक सहीक सुट्टांक विकीचे ठिकाण/पत्ता १२०२०१०, नारायणपुला (१)
(ज्या कारणासाठी परवानग्या सुट्टांक विकीचे ठिकाण/पत्ता सुट्टांक विकीचे ठिकाण/पत्ता
& पत्ता - १२०२०१०, नारायणपुला (१))

T. Mishra
B.A., B.Ed. LL.B.

Annawadi, Topla Wadi, Western
Express Highway, Opp. Sai Service,
Andheri (E), Mumbai-400 099.

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श्री. शंकर विवेकानंद

hereinafter referred to as "the College" which expression shall include its successors and assigns on the Other Part.

WHEREAS:

- A. Buycano Trains and supports students by providing lucid and focused information that assists them in understanding the subject and preparing for NISM Examinations.
- B. Buycano android application has crossed download mark of 5k on playstore and is all set to cross the mark of 10 k users.
- C. The core intents of the Training Program are, to (i) spearhead a unique industry initiative by skilling candidates across multiple financial domains; (ii) Create a large scale sustainable entity that provides specialized skilling and enhance employment opportunities for the students ; (iii) Work with non-competing domain experts in the fields of Mutual Fund, Insurance, Banking, Stock Broking other such financial Educational Services, and associate with institutes established by sectoral regulators, learning /training institutes of stock exchanges, and leading management institutes for the purpose of the program; and
- D. The College is affiliated to Mumbai University and provides undergraduate, graduate and postgraduate courses or either one or more of them and
- E. The College is willing to collaborate with the initiative of making the students industry and job ready through the certification Training programs offered by buycano.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS (in alphabetical order)

Sl. No.	Word/Acronym	Definition
1.	Batch:	Means a set of students enrolled for the Program from the College during an Academic Year.
2.	BFSI:	Banking, Financial Services, and Insurance.
3.	College Personnel:	Members of faculty/management of the Education partner.
4.	Course Period:	The duration of the course in hours.
5.	Curriculum:	The topics and subtopics being covered in the course.

Christopher Malheer

[Signature]

6. Delivery Schedule: Schedule of classes to be conducted by buycano for the successful conduct of the Program.
7. Faculty: A domain expert who can provide classroom lectures and impart knowledge to the students of the Program on the respective functional area of the BFSI Sector.
8. Logical Competency: Means the capability of providing strong and sensible reasoning.
9. NISM: National Institute of Securities Market.
10. SEBI: Securities and Exchange board of India.
11. Skill: Necessary know-how of performing a job.
12. Trust / Society: Any Trust or society registered under The Indian Trusts Act, 1882 or The Co-operative Societies Act, 1912 respectively or such other relevant Act as may be applicable in India.
13. University: Any University recognized by the University Grants Commission, to which a College is affiliated.
14. Vocational: Means imparting such education and knowledge which is capable of developing necessary skills and abilities.

2. THE COLLEGE:

2.1. The College agrees to:

- (i) Support the initiative of skill development and entrepreneurship for its students and collaborate with buycano on creating job ready professionals for the BFSI industry
- (ii) Conduct the training programmes as a short-term Professional Certification/s in addition to the undergraduate / graduate courses of the College.
- (iii) Provide all necessary infrastructure required for the physical delivery of the Training Program if it is to be conducted offline.
- (iv) Consult with buycano and schedule the delivery of the Program based on the availability of students of the graduate/undergraduate course for which the students have primarily registered with the College.
- (v) The Placement Officer or any suitably designated officer will be the primary facilitator on behalf of the college.

3. RESPONSIBILITIES OF buycano

3.1 buycano hereby agrees to take overall responsibility for the Program and further agrees to:

- (i) Work as a bridge between the industry and institutions for creating job ready resources.

Christopher Mathew



- (ii) Train the students on regulatory certifications, behavioural and functional skilling as a part of its certification training programs.
- (iii) Ensure maintenance of quality standards for the program. Share attendance and performance records with the college on regular basis.
- (iv) Provide Trainers and Faculties in collaboration with the Industry.
- (v) To provide industry interface through dialogue with industry experts during the course of the program.
- (vi) Maintain the confidentiality of the current and ex-student data of the college

4. FEES, COURSE CONTENT AND CURRICULUM

4.1. Buycano and the College agree to follow a collaborative approach towards matters including but not limited to the following

- (i) Coaching for NISM XVIII / NISM V A / NISM XII, / NISM XV Certifications.
- (ii) Fees per student will be Rs 2,499/- Plus GST **(We share 30 % of the fees collected with the college as per rules of college)**. The fees will be paid by interested students directly to the college. Deserving students would also be provided a scholarship.
- (iii) Coaching students and getting them enrolled on NISM portal and assisting students for finalizing of examination centers of NISM and dates of the exam.
- (iv) Fees for NISM will have to be borne by the students apart from coaching fees of Rs 2499/-.
- (v) Total course - 30 hours of Instructional training inclusive of home work
- (vi) All classes will be on Google meet / Zoom platform if online.
- (vii) There is no restriction on number of students per batch in online model. But for physical class at least there should be more than 5 students for a course.
- (viii) We raise our bill to college only after the training have been successfully completed by us for the batch.

5. FORCE MAJEURE:

Notwithstanding anything to the contrary herein contained, nothing herein shall apply if either party is prevented from discharging its obligations hereunder due to any cause arising out of or related to any Act of God or Act of State, war, riot, civil commotion, terrorism, industrial unrest, labour strikes or any order of any governmental, semi-governmental or local authority or similar cause.

Christopher Mallick



6. INTELLECTUAL PROPERTY; TRADE NAMES; TRADEMARKS:

All rights relating to intellectual property, trade names and trademarks in all Confidential Information disclosed by one party to the other and in all media comprising such Confidential Information shall as between the parties remain the property of the disclosing party and nothing in this Agreement shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights.

7. TERMS & TERMINATION:

7.1. This MOU shall be effective from the date hereof and shall continue to be in full force and effect unless terminated earlier by either party with a 3 (Three) months notice. Thereafter, this MOU may be renewed for further periods ("Renewal Term"), by mutual agreement between the Parties. The rates for the Educational Services under the renewed MOU shall be the same unless otherwise agreed. All pending payments with regard to the services will have to be cleared within 90 days of the termination.

8. NOTICES:

8.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of buycano: Buycano Private Ltd.

Attn: CEO Tel: +91 8976612969 Email: cmathews821@gmail.com

In the case of the College:

Attn: Principal Tel.: 022 2854 5439 Email: principalnirmalacollege@gmail.com

Attn: Placement Cell Convener Tel.: 9820124916

Email: nmfcplacement@gmail.com

9. MISCELLANEOUS:

9.1. This MOU, together with the attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and supersede any and all prior oral or written representations, understandings or agreements relating thereto.

Christopher Mathews

[Signature]

- 9.2. No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing and signed by duly authorized representatives of both Parties.
- 9.3. The Parties hereto shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders and other regulations as required in connection with the performance of this MOU. The College agrees to comply with Indian laws in the performance of the educational services while in India.
- 9.4. In the event of any conflict or inconsistency within the provisions of the body of this MOU and any Addendum to the MOU, the documents shall be read in the following priority to resolve such conflict or inconsistency:
FIRST, the body of this MOU; and
SECOND, the Addendums to the MOU.
- 9.5. The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this MOU or as a limitation of the scope of the particular Clause to which the title refers.
- 9.6. Any provisions of this MOU which, either expressly or by implication, survive the termination or expiration of this MOU, shall be complied with by the Parties in the same manner as if the present MOU is valid and in force.

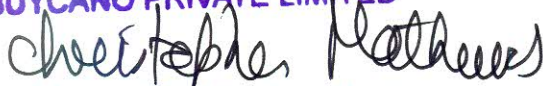
The persons signing this Agreement on behalf of buycano Pvt Ltd., and College hereto certify by the said signatures that they are duly authorized to sign this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MOU TO BE DULY EXECUTED on this 9th day of February 2021.

Signatures:

For buycano Pvt Ltd

For BUYCANO PRIVATE LIMITED



Name: Christopher Mathews

Director

Designation: Chief Executive Officer

In the presence of


Name: Gaurav Garg

Designation: Founder & CEO Ant
Wealth

For Nirmala Memorial Foundation College
of Commerce & Science, Kandivali east
Mumbai




Name: Swiddle D'Cunha

Designation: In charge Principal

In the presence of


Name: Sangeetha Shyam Sundar

Designation: Assistant Professor