

**Memorandum of Understanding**

This agreement is being entered into on 29<sup>th</sup> March 2023 by and between Caelum Consulting Pvt. Ltd, a Company incorporated under the Companies Act, with corporate office at Zenia Building Hiranandani Circle, Hiranandani Business Park, Thane, Maharashtra 400607 (Company) represented by its Founder & CEO Kunnal Sharma & Nirmala Memorial Foundation College of Commerce & Science, a College/University (Success Partner), located at 90 Feet Rd, Kandivali, Thakur Complex, Kandivali East, Mumbai, Maharashtra 40010 represented by its I/C Principal Ms. Swiddle D'Cunha.

1. The Company owns and manages the service and brand "Kenznow" (KW). Hereinafter Company & KW will mean one and the same entity.
2. The Company shall counsel & facilitate offering of Online Higher Education courses to students, through its partner Educational Institutions (EI) abroad.
3. The Success Partner shall provide Kenznow the platform to address their students online & offline, through seminars or otherwise, to educate their students about various courses & subsequently registering the students to who are voluntarily interested in the program.
4. Kenznow shall counsel the students, help them identify the best courses, aid them in application and coordinate with the partner institutes for favorable outcome for students.
5. Kenznow shall guide the students to get best possible scholarships wherever possible and the decision to offer the admission and/or the scholarship lies totally & at the sole discretion of the Educational Institute (EI).
6. Based on the course chosen the Student may have the option to complete course online/offline or in a hybrid model.
7. The Success Partner shall disseminate the information about courses to its students, from time to time & through digital or physical channels.
8. Success Partners shall extend necessary infrastructure in their premises to conduct seminars and/or admission process for their students, on mutually agreed date and time.
9. All fee & other payments with respect to the course shall be made by the students directly to the EI or as directed by Kenznow.
10. Kenznow & EI shall communicate to students on a timely manner with respect to process to be followed.
11. The Success Partner is entitled to receive "Success Partner Fees" from Kenznow based on the "Schedule of Success Partner Fees" in annexure 1. Changes, if any to the fee payable shall be intimated by Kenznow to the Success Partner.
12. Fees shall be paid to Success Partner as per agreed terms and payment cycle after deduction of Income Tax and adjustment of GST.
13. KW shall keep the Success Partner updated on the progress of all students from their college including enrollment, admissions & more.
14. Once a student gets admitted to a course, he/she deals directly with the EI and under the directions from the EI. The student is expected to follow the rules and manage the course accordingly.



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Sign



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Sign

15. Success Partner Registration will be effective from the date of signing-up of the agreement and shall be valid for the initial period of two years. Post which the agreement shall get auto renewed, unless either of the parties shall, in writing, communicate to the other party to terminate the agreement.
16. It is agreed that the brands/logos, trademarks, etc., belonging to each Party are the exclusive property of the respective Party and cannot in any circumstances be used, or copied, or altered in any manner which is identical/ similar the brands/logos/trademarks of the other Party without being specifically authorized in writing by that other Party.
17. In the event of any breach of terms of this agreement or fulfilment obligations due to any reason, each party shall reserve the right to terminate this agreement with reasonable prior notice.
18. The clauses of the agreement are legally binding to both the parties & the court of Jurisdiction of this agreement shall be the courts in Mumbai.

Accepted



For \_\_\_\_\_  
(Caelum Consulting Pvt. Ltd)

Kunal Sharma  
Founder & CEO  
Date: 29<sup>th</sup> March 2023

Accepted



For \_\_\_\_\_  
(Nirmala Memorial Foundation  
College of Commerce & Science)

Ms. Swiddle D'Cunha  
I/C Principal  
Date: 29<sup>th</sup> March 2023

**Annexure 1**

**Schedule of Success Partner Fee\***

| Students Accepted | Success Partner Fee per Student Accepted (INR) |
|-------------------|--|
| 1 to 10           | 4,000  |
| 11 to 20          | 6,000  |
| 21 to 50          | 9,000  |
| 51 to 100         | 11,000   |
| 101 +             | 14,000   |

**\*Notes:**

- This is a slab based structure of Success Partner Fees based on number of successful student admissions in a given Financial Year.
- The Success Partner fees is due after the student completes at least one semester of the elected course.
- The fee is applicable only for the double degree program, in association with the Kenznow Partner University abroad. Herein the students are required to pay all their tuition fees directly to the Partner University abroad.
- For other courses, fees, if any, would be separately communicated and paid.
- The Success Partner Fee is subject to applicable taxes and GST, if any.

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