

## Memorandum of Understanding

This Agreement was made and entered on 04/12/2021, between **Shri Shivaji Education Society Amravati's Shri Shivaji Arts and Commerce College, Amravati** and Eton Advisors Pvt Ltd (*Tradeschool*).

**Client – Shri Shivaji Education Society Amravati's Shri Shivaji Arts and Commerce College, Amravati**

**Address - Morshi Road, Shivaji Nagar, Amravati, Maharashtra 444901**

**Company - Eton Advisors Pvt Ltd**

**Address - A-102, Kapoor Apartments Chs Ltd, Chandavarkar Road, Near Ghanta Pan wala Borivali (W), Mumbai-400092.**

Each of the Client and the Company are individually deemed a **“Party”** and collectively referred to as **“Parties”**.

**Tie up** - For the purpose of providing Services to the client and their students.


**Services** - Company provides various services including but not limited to Educational Courses, Skill Development, Personality Development, Professional Training, Graduate & Post Graduate Programs, Competitive Exam Preparations, Entrance Exam preparations, Test Series programs, Management Consulting, Financial Consulting, Strategic Consulting, etc.

**WHEREAS**, the Client is seeking to engage with the Company as a strategic partner for the specific courses offered to their students by the Company.

**THEREFORE**, in consideration of the premises, mutual promises, obligations, representations, and warranties, the parties agree as follows

**1. Services of the Company.** The Company shall teach all enrolled students the desired courses as mentioned below:

- A) Stock Market for Beginners.
- B) Technical Analysis.
- C) Fundamental Analysis.

  
Prof. Manoj V. Jagtap  
Head of Department  
Commerce & Management  
Shri Shivaji Arts & Commerce  
College, Amravati.

2. **Exclusivity of the Agreement.** During the term of this Agreement, the Company shall have the exclusive right to conduct these courses to the client and the company will do so, the Company will provide a certificate to all the enrolled students after completion of their respective courses.

3. **Basic Terms.** Compensation of the Company by the Client shall be in accordance with 3(d) and in accordance with the following terms.

- a. Should the Company employ the services of other individuals or organizations to perform the services that of the Company, shall be deemed to be expenses of the Company.
- b. Company will be responsible for providing the course material of all courses and expenses for such material will be deemed to be expenses of the company.
- c. The fees of each course will be revised yearly and will be finalized with the consent of both parties.
- d. Courses will be conducted completely online.

4. **Term of Agreement.** This Agreement will become effective as of the first day written above and will terminate on the first (5<sup>th</sup>) anniversary of the date of this Agreement unless earlier extended or terminated earlier pursuant to the terms of this Agreement. This Agreement will be automatically extended for an additional one (5) year period unless either party provides six (6) months prior written notice of its intention not to extend.

5. **Relationship of Parties.** It is the express intention of the parties that the Company is an independent and not an employee, agent, joint venture, or partner of the Client unless both parties agree by signing an additional agreement (whereby, the agreement will constitute as an addition to this agreement and signed by both parties. Company shall not have any liabilities for and on behalf of the Client; neither shall the Company have any liabilities for and on behalf of the Students.

6. **Right to Accept.** The right to accept any new courses introduced in the future, or any other opportunity the Company may introduce to the Client, is vested solely in the Client.

7. **Information.** In connection with the Company's activities, the Client will not use course material of the company for their personal gains as the copyright remains solely with the company.

8. **Confidentiality.** The Parties hereto agree that any and all individuals and/or information revealed or divulged by any of the parties hereto are privileged and confidential information, which may not be used or communicated by the receiving party without the prior written consent of the communicating party. Information not previously known to the receiving party, relating to the courses, and/or potential course material and/or names of individuals or are to be considered stock in the trade of the disclosing party, and, hence, confidential.

  
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**9. Termination.** Notwithstanding any other provision of this Agreement, this Agreement will terminate:

1. Upon thirty (30) days written notice by either party to the other for material non-performance, including nonpayment of fees. Upon the cure of such non-performance the terms of this Agreement shall be binding upon all parties hereto.
2. Upon written notice by either party to the other for material non-performance if the non-performance is not such that it can be cured.
3. Upon written notice by the Company to Client, should Client fail to disclose all material facts; for fraud; or for actions taken by the Client that could give rise to civil or criminal liability.
4. Automatically, upon the bankruptcy or insolvency of either party.

**10. Further Acts.** Each party agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions and intent of this Agreement.

**11. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein, and may be amended only by a written instrument

signed by the parties affected thereby, or their respective successors or assigns. This Agreement cancels or supersedes all prior agreements, if any, oral or written between the Company and Client.

**12. Severability.** If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

**13. Notices.** All notices required under this Agreement from one party to the other must be in writing and must be delivered by recorded postal delivery, by courier, or by email, to the respective address, the other party designates in writing. Notice will be deemed given (i) upon transmission if by email or facsimile transmission, or (ii) if the addressee is in a country other than that of the sender, three days after mailing, if mailed by an established international courier service.

  
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**14. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of India without regard to conflicts of law principles. Any dispute arising out of this Agreement shall be adjudicated in the courts of Mumbai, and of the parties hereto agree that service of process upon it by registered or certified mail at its address set forth herein shall be deemed adequate and lawful.

**15. Assignment.** No party to this Agreement may assign this Agreement or its rights or obligations hereunder without the written consent of the other party hereto.

**16. Indemnification.** The Company will indemnify and hold harmless Client and its officers, directors, agents, and employees against any expenses that may be incurred by the Client as a result of statements made by the Company that is inaccurate or misleading or failure by the Company to state facts, that are necessary to be stated in order to make statements made not misleading. The client will indemnify and hold harmless the Company and its officers, directors, agents, and employees against any expenses that may be incurred by The Company as a result of statements made by the Client that is inaccurate or misleading or failure by the Client to state facts, that are necessary to be stated in order to make statements that are made not misleading.

**17. Governing Language.** The parties hereby confirm that they have agreed that all written documents between them are prepared in the English language and such language shall be the governing language.

**18. Commercial.** Please find the below table for commercial reference

<b>Program</b>	<b>Deliverables</b>
Financial Literacy course	1- Ebooks for Theory 2- Video library for revision 3- Indian Stock Market 4- Global Stock Market. 5- Practical Experience of Global Financial Markets with live trading using virtual money. 6- Internship Opportunity and Placement assistance. 7- Certification from NSE / NISM (Chargeable separately).

  
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**COMMERCIAL**

<b>Program</b>	<b>Pricing per student per course</b>
<b>Financial Literacy</b>	<b>500/-+ Tax</b>

This course is compulsory for all the students of the Institution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written below.



**Company: Eton Advisors Pvt. Ltd. Stamp/Common Seal**

Signature: *Prahlad V. Tripathi*

Name: Prahlad Tripathi

Title: Managing Director

Date: 04/12/2021

**Client: Shri Shivaji Education Society Amravati's Shri Shivaji Arts and Commerce College, Amravati**

Signature:

Name: Dr. R.M. Bhise

Title:

Authorised Signatory:

Date:

Note- Our official signature is digitally done which is there in MOU , kindly sign and stamp this MOU.

*[Handwritten Signature]*  
**Prof. Manoj J. Jadhav**  
Head of Department  
Commerce & Management  
Shri Shivaji Arts and Commerce  
College, Amravati