



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding is entered on (Date:) Dec 5th 2022 between (Institute Name) Ideal Degree college for Women, having its registered office at (Address) 16-11-7/740 CED,
Behind Kamala Hospital, Dilsukhnagar,
Hyderabad, Telangana - 500060, (hereinafter called "Institute" or "First Party" which expression shall where the context so admits include its successors and permitted assignees

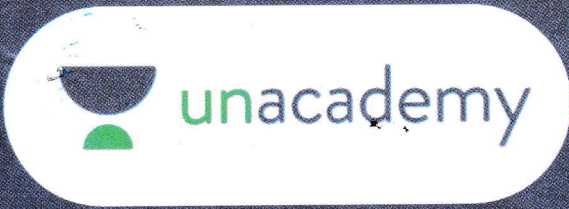
And

KNR EDU SERVICES PVT LTD, a company incorporated under the provisions of Companies Act, 2013, bearing PAN AAICK3069Q and having its registered office at H.No.7-2-1453, TRT-1198, PIH COLONY, SANATH NAGAR, HYDERABAD, TELANGANA-500018, Official Channel Partner of Unacademy, hereinafter called as "Channel partner of Unacademy" or "Channel Partner" or "Second Party" (which expression shall where the context so admits include its successors and permitted assignees)

WHEREAS:

- (A) Unacademy is an online education platform that enables users to watch and upload educational videos. Unacademy has developed an online live streaming platform **plus.unacademy.com** ("Platform") wherein educators can conduct live classes without being in the immediate physical proximity of the Learners via a live stream. By using this feature Learners will have access to classroom teachings and course material online on the Website/Platform from anywhere in the world.
- (B) Channel Partner of Unacademy entered into **Collaboration Agreement with Unacademy** as a Business Representative, to carry out Promotional, Marketing activities and to provide business to Unacademy across India.
- (C) Channel Partner in its capacity can negotiate with Unacademy for any bulk deals from the Institute in all category offerings from Unacademy such as GATE, ESE, CAT, UPSC, Bank exams, SSC, etc., exam preparation. The Subscription Cost of a Learner, in this case, shall be





discussed on a case-to-case basis, however, Unacademy reserves the right to set the final subscription cost for each deal.

- (D) This MOU constitutes the entire agreement between the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations concerning the subject hereof.
- (E) All notices and other communications given or made under this MOU shall be in writing and shall be deemed effectively given:
- a. Upon personal delivery to the Party to be notified.
 - b. When sent by confirmed electronic mail or facsimile.
- (F) Channel Partner was given, the right to collect payments from Institute/Interested Learners, for the same Invoice will be raised by Unacademy to Channel Partner.
- (G) “**Platform**” shall mean “<https://unacademy.com/plus/>” and will include any other Platform in Unacademy Group.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

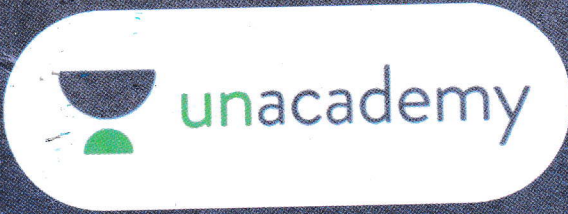
First Party:-

- 1) The Institute shall cooperate with the Second Party, to promote the e-learning services provided by Unacademy to all students in the Institute campus and its subsidiary/ branches.
- 2) The Institute shall procure details of the Learners who are interested in subscribing to the content on the Platform, the form of a list comprising of the name, email ID, and phone number of the students, in the case of minors the email ID and the phone number of the legal guardian will have to be shared (“List”) and further share this List with the Second Party.

Second Party:-

- 1) Upon Mutual Consent, Release funds as Sponsorships to the Institute.
- 2) Arrange on a regular basis Seminars, Webinars to train & connect all students of the Institute to Advanced & Recent developments of Technology by Industrial and R&D experts.
- 3) May arrange FREE Lectures to help students in their regular studies, Campus Recruitment Training, Internships, Placement Assistance & Campus Placements through Eazy Btech YouTube Channel (<https://www.youtube.com/channel/UCprcm-hNJDUJW1WEu1f1dxQ>), KNR Edu Services & its associates.





Receiving Party agrees that, in the event of any breach of the confidentiality obligations under this Agreement, in addition to any other remedies at law or equity, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance.


VALIDITY: The MOU shall be valid, initially for a period of 2 years, extendable by mutual consent.

GOVERNING LAW AND DISPUTE RESOLUTION This MOU shall be governed by and construed in accordance with the laws of India, without reference to principles of conflict of laws and the courts in Hyderabad shall have exclusive jurisdiction to determine any dispute arising under this MOU.

TERMINATION

This MOU may be terminated by giving a notice of three months or the conclusion of ongoing programs, whichever is later, from either side.

This memorandum which is in 4 pages is signed on (Date): Dec 5th 2022 and exchanged.

For Institute (First Party)	For Channel Partner (Second Party)
Signature: <i>B. Madhusudhan</i>	
Name: <i>B. Madhusudhan</i>	KN Rao
Designation: <i>Principal</i>	Managing Director
Institute Name: <i>Ideal Degree College for women</i>	KNR Edu Services Private Limited