

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of understanding is entered on (Date:) _____ between
(Institute Name) PALLAVI ENGINEERING COLLEGE,
having its registered office at (Address) Kentloor (V), Abdulapuram (M), Near
Mogale, R.R.Dist. - 501505, Telangana State, India
_____, (hereinafter called
"Institute" or "First Party")

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, is an Official Channel Partner of Unacademy, hereinafter called as "Channel partner of Unacademy" or "Channel Partner" or "Second Party"

WHEREAS:

- (A) Unacademy is an online education platform that enables users to watch and upload educational videos. Unacademy 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 teaching and course material on the Website/Platform from anywhere in the world.
- (B) Channel Partner of Unacademy entered **Collaboration 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 categories 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 agreement between the Parties, 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:
- Upon personal delivery to the Party to be notified.
 - Sent by confirmed electronic mail or facsimile.
- (F) Channel Partner was given the right to collect payments from the 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:-

- The Institute shall cooperate with the Second Party, to promote the e-learning services provided by Unacademy to the students in the Institute and its subsidiary/ branches.
- The Institute shall procure details of the Learners interested in subscribing to the content on the Platform, the form of a list comprising 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 have to be shared ("List") and further share this List with the Second Party.

Second Party:-

- Upon mutual consent, release funds as sponsorships to the Institute.
- Arrange Seminars, Webinars on a regular basis to train & connect all students of the Institute to Advanced & Recent developments of Technology by Industrial and R&D experts.
- To organize FREE Lectures to help students in their curriculum, Campus recruitment training, internships, placement assistance & campus placements through Eazy Btech YouTube Channel (<https://www.youtube.com/channel/UCprcm-hNJDUIW1WEu1f1dxQ>), KNR Edu Services & its associates.

- 4) With the help of the Institute, shall get all the willing students of the Institute, to "sign up" with the Unacademy platform across all categories like GATE, ESE, CAT, UPSC, Bank Exams, CRT Trainings, SSC, etc.,
- 5) Negotiate with Unacademyall to get the best possible scholarships & sponsorships to the learners & Institute.
- 6) Arrange Seminars, Webinars on a regular basis, to keep subscribed learners motivated & participate in their learning through Unacademy.

1. CONFIDENTIAL INFORMATION

1.1 "Confidential Information" shall mean any confidential information data, know-how, employee data, or any other confidential information including all the leads and all the data/content/ information provided by the disclosing Party ("**Disclosing Party**") to the receiving Party ("**Receiving Party**") herein under in writing, orally or in any other form, media whether marked as confidential or proprietary. Notwithstanding the foregoing, confidential information shall not include information which:

- 1.1.1 Is known to the Receiving Party at the time of disclosure
- 1.1.2 Is rightfully received by the Receiving Party from a third party without the restriction of the disclosure
- 1.1.3 Is disclosed pursuant to a judicial order, requirement of a government agency, or by operation of law

1.2 The Receiving Party agrees that it will not disclose the confidential information to any third party and will not use the confidential information other than for the performance of its obligation under this Agreement. The Receiving Party agrees that the confidential information shall at all times remain the sole property of the disclosing party and that thereceiving party shall take all reasonable precautions to prevent any unauthorized disclosure of the confidential information by any of its officers, employee or any person that has access to the confidential information.

1.3 The Receiving Party agreed and understands that the confidential information constitutes valuable, special, and unique assets of the business of the Company. Accordingly, the 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

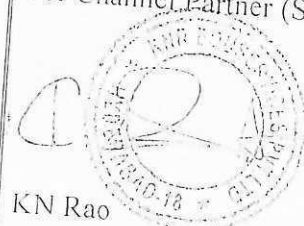
entitled to equitable relief, including injunctive relief and specific performance.
VALIDITY: The MOU shall be valid, initially for a period of 2 years, extendable by mutual consent.

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): 5th May 2022 and exchanged.

<p>For Institute (First Party)</p> <p>Signature: _____</p> <p>Name: <u>Dr. M. BALAKRISHNA</u> <u>PALLAVI ENGINEERING COLLEGE</u> (Faculty of Engineering Institute of Technology & Science)</p> <p>Designation: <u>Principal</u> (M. Abdullahipatnam (M)) P. No. 108, P. O. Raju, Dist-501505, Telangana</p> <p>Institute Name: <u>PALLAVI ENGINEERING COLLEGE</u></p>	<p>For Channel Partner (Second Party)</p>  <p>KN Rao</p> <p>Managing Director</p> <p>KNR Edu Services Private Limited</p>
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