

AGREEMENT OF TRAINING

Executed between

ZESTECH Global Pvt. Ltd.

and

BGS GROUP OF TECHNICAL INSTITUTIONS

(BGS INSTITUTE OF TECHNOLOGY

ADICHUNCHANAGIRI INSTITUTE OF TECHNOLOGY

AND

SJC INSTITUTE OF TECHNOLOGY)

For Long Term Training Program

Pragnyan

FROM 2019 TO 2023

First Party:

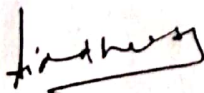
ZESTECH Global Pvt. Ltd.

#691, 3rd Floor, MIG A Sector, 3rd A Cross, Yelahanka 3rd Stage, Yelahanka,
Bengaluru-560064, Karnataka, India.

Second Party:

BGS Group of Technical Institutions

Bengaluru - Hassan National Highway (NH-75), Nagamangala Taluk, Mandya
District, B G Nagar, Karnataka 571448



This Agreement of Training (hereinafter referred to as 'Agreement') is made and executed on this 16th Day of September 2019 by and between:

ZESTECH Global Pvt. Ltd., a company incorporated in India under the Companies Act, 1956, (hereinafter referred to as '**ZESTECH Global**' or "**ZESTECH**") represented by its Director Mr. Siddharth Sethi, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **FIRST PARTY**.

And

BGS Group of Technical Institutions a group of Institution, imparting and offering educational courses at various locations and headquartered at Bengaluru – Hassan National Highway (NH-75), Nagamangala Taluk, Mandya District, B G Nagar, Karnataka 571448 and is represented by the President of the college Sri Sri Sri **Dr.**

Nirmalanandanatha Mahaswamiji, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **SECOND PARTY**.

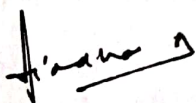
RECITALS:

Whereas, "**ZESTECH Global**", the First party herein, is a company providing Vocational Training services in domains like Aptitude, Soft Skills and Technical training aspects, Learning & Development (hereinafter referred to as L&D) services, supply of books to the industry as well as students & educational institutes and has experience and capabilities in the same field for the last many years.

Whereas, the Second party herein is a group of educational institution imparting and offering educational courses and located at place as hereinbefore mentioned.

And whereas, the Second party is desirous to conduct various trainings for their students and decided to engage the First party for imparting Aptitude Soft Skills Technical Trainings wherein students from **BE, Polytechnic and other streams of BGS Group of Technical Institutions**, the group of institutions will be trained by "**ZESTECH Global Pvt Ltd**" Corporate, Aptitude, Soft Skills and Technical Team.

And whereas, for achieving the above purpose the Second party accepted and appreciated the First party for the trainings imparted and now both the parties agree to conduct the training in purely corporate way wherein students will be trained as per the market standards and the objective of conducting the training shall be with a motive and goal to ease the pressure of students in clearing Interviews and with a broader view to make them industry ready as per present market standards and also to further their chances of receiving placements.



And whereas, **ZESTECH** shall not conduct any background checks on the candidates, students and shall conduct trainings for students enrolled by the Second party institution.

The parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed to enter in writing these areas of consensus, under an agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Scope:

The Parties shall follow the scope of work outlined in **Annexure A**. The same annexure outlines the responsibilities & obligations of both the parties, in addition to the below provisions which both the parties agrees to follow.

2. First party ("ZESTECH") covenant:

2.1 First party shall be responsible for imparting Technical Trainings to the students of the Second party institution in batch of minimum 60 students to be arranged by the Second party institution as per schedule decided from time to time between the parties;

2.2 "ZESTECH Global" shall conduct Technical Trainings for the students of the Second party institution. These trainings shall be spread over different modules based on the requirements of the institution and approved by the institution.

2.3 "ZESTECH" shall, at all times keep and continue to have adequate number of Personnel/Trainers qualified to render services enumerated in the present agreement and have under its supervision, control and charge who are sufficiently trained to impart training and conduct classes for furtherance of goal and objectives of this agreement.

2.4 The Services shall be performed in a professional, high quality and workman-like manner;

2.5 The Services shall not infringe the copyrights, trademarks, patents, trade secrets or other Intellectual Property Rights, privacy or similar rights of any person or entity;

2.6 "ZESTECH" shall abide by the terms and conditions of this agreement and any future agreements between the Parties in furtherance of the objectives of the present agreement.

2.7 "ZESTECH" shall remain fully responsible for imparting Technical Trainings to the students of the Second party institution within the prescribed limits/ambit decided by the Parties and till the exclusivity clause stays valid.

2.8 Any requirements at the point of Trainings shall be intimated prior to the Second party by "ZESTECH"

2.9 The internal evaluation as a part of the training and development program through conducting examination, mock test, classroom tests, assignments, seminars, etc. shall be done and carried by "ZESTECH" and the reports shall be submitted to the Second party institution periodically.

2.10 "ZESTECH" shall be issuing certificates for the students successfully completing the trainings imparted by them.

2.11 "ZESTECH" shall prepare study materials in furtherance of objectives of the present agreement and distribute among students.

2.12 The syllabi shall be framed by the First party - "ZESTECH" for the training and development program to be imparted by them. In this regard, the suggestions offered by the Second party institution shall be taken into consideration, wherever necessary.

2.13 "ZESTECH" shall comply with all applicable laws as they are amenable from time to time and by its conduct shall not cause to the institution any situation leading to legal implications.

3. Second Party (Institution) covenant:

3.1 All data relating to the candidates/students shall be provided by the Second party Institute to **ZESTECH** before and during the course period, whenever required.

3.2 The engaging institution/Second party shall provide entire infrastructure facilities including classrooms, laboratories (Computer labs for evaluation /e-learning), as per schedule decided from time to time and in furtherance of objectives of the agreement. These services shall be utilized as per the need to benefit the students of Second party.

3.3 Second party institution shall arrange necessary Computer labs for training students practically, in order to provide hands-on experience to students of Second party, whenever required.

3.4 The Second party institution shall be responsible for all administrative work relating to admission to the trainings to be conducted by the First party - "ZESTECH", including collection of fees if done for the purpose of trainings and development.

3.5 The Second party shall through its appointed person be entitled to monitor the quality of the program for achieving the desired goal and objectives. The institution shall also monitor progress of the course in each semester.

3.6 Second party institution shall always oblige by the fee schedule as decided between the parties in **Annexure B** of the agreement and shall release payments on an understanding within the specified period in favor of First party.

3.7 Second party or the institution shall comply with all applicable laws as they are amenable from time to time and by its conduct shall not cause to the First party any situation leading to legal implications.

4. Joint Responsibilities:

4.1 The parties shall conform to the specifications as mentioned in **Annexure A**.

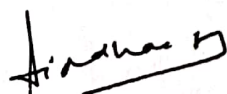
4.2 For change in the venue, course, syllabi, eligibility, admissions, collection of fee and fee structure, scheme of examinations, etc. shall be mutually decided by both the parties and approved in writing.

4.3 The Second party institution shall inspect the program periodically when conducted by the First party, in respect of the qualified staff for training, teaching, so as to ensure that the same is in conformity with the standards of the Second Party institution and the First party shall extend appropriate facilities for carrying out the above objectives.

4.4 The parties are entitled to suggest changes to the course, syllabi.

4.5 The formation of training batches for the student group meant for the training program shall be mutually decided by both the parties.

4.6 Any expansion or modification relating to the academic program shall be decided jointly by the Parties to this agreement.



- 4.7 Both the parties have agreed to intimate each other about any cancellation in the schedule of training program at least 2 days in advance of the day of training.
- 4.8 The present collaborative initiative also include the scope for extending learning facility at the campus beyond the agreed terms and time and class hours through mutual consent between the parties.
- 4.9 The collaboration is envisaged to provide admission and conduct the course for the **academic year 2019-2020** onwards.

5. TRAINING IN THE CAMPUS:

"ZESTECH Global" shall ensure that all or part of the Training processes shall be conducted in the premises of the Second partycampus only.

6. NO EMPLOYMENT GUARANTEE:

The First party imparts training in Aptitude Soft Skillsand Technical training aspects, L&D services to the industry as well as students & educational institutes and has experience and capabilities in the same field for the last many years, which furthers the scope of employment for the participating students/members by making them industry ready but by no stretch of meaning the First party - "ZESTECH" guarantees employment to the students/membersparticipating in its course or represents guaranteed employment to the participating students/members completing the course successfully. But First party assures placement assistance and support to the Second party by resourcing relevant contacts for the benefit of the students of the Second party institution in the best way possible or as agreed.

7. EXCLUSIVITY:

Both the parties agree to perform their part of the obligation. This arrangement between the parties for the described scope of work under this agreement shall be exclusive to the exclusion of others and "ZESTECH Global"shall be rendering all the Technical Training requirements ofstudents the institution. In case "ZESTECH Global" is not able to take up the process for any other reason and communicates the same to the Second party in writing, then the Second partyshall be entitled to engage service of any other person/company for the same scope of work/purpose as described in the present agreement, after serving appropriate intimation/notice/showcause on the First party or on mutual agreement between the parties wherever applicable. The exclusivity shall stand valid on correction of the breach within reasonable time.

8. CONFIDENTIALITY:

- 8.1 **Confidential informations** shall include, without limitation, the Purpose of this agreement, information or material that has or could have commercial value or other utility in the business in which "ZESTECH" is engaged, plans, course materials, projections, and operational information, information with respect to technical specifications, drawings, know-how, data, formulae, patent, trade secrets, trainer/training team and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, in writing, by verbal communications or otherwise) furnished by the Disclosing Party to the Receiving party.



8.2 Such Confidential information shall not include any information which

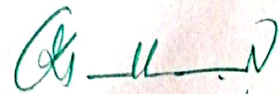
- (i) is, at the time of disclosure, publicly known; or
- (ii) becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this agreement of or by the Receiving party; or
- (iii) the Receiving party can demonstrate by its written records was in its possession, or known to the Receiving party, before receipt under this agreement, and which was not previously acquired under an obligation of confidentiality; or
- (iv) is legitimately obtained at any time by the receiving party from a third party without restrictions in respect of disclosure or use; or
- (v) the Receiving party can demonstrate to the satisfaction of the Disclosing party, that materials has been developed independently of its obligations under this agreement and without access to the Confidential Information.
- (vi) That "Disclosing Party" shall be the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, study materials, books, course materials, financial, marketing, developing, distribution, or other technical or business information or trade secrets and intellectual property disclosed to the other party, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, programs, formulae, development or experimental work, work in progress, users and as well as software for business and professional use application programs, operating methods, internet websites, e-commerce application & solutions, books, hardware and information for the projects, articles written and/or drafted.
- (vii) That the "Receiving party" shall not in any manner whatsoever, represent and/or claim that they have any interest by way of ownership, assignment or otherwise in the same.

8.3 The Receiving Party is entitled to use the confidential information but only for the permitted use.

8.4 The Receiving Party shall restrict access to the Confidential information to its affiliates, directors, employees, or representatives (collectively "Representatives") but only if such Representatives reasonably need to know such confidential information for carrying out the purpose herein and are subject to confidentiality obligations no less restrictive than those of this agreement. Each party shall be responsible for any breach of this agreement by any of their respective representatives. 'Affiliate' means any legal entity which, at the time of disclosure to it on any confidential information, is directly or indirectly controlling, controlled by or under common control with any of the Parties. One person to be held responsible.

8.5 Notwithstanding above clause, the Receiving party shall not be prevented from disclosing Confidential information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this agreement, or (ii) such disclosure is otherwise required by law, provided that the Receiving party, to the extent possible, has first given prior written notice to the Disclosing party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

8.6 At any time upon request from the Disclosing party or upon the conclusion of the purpose, the Receiving Party, at its own cost, will return or procure the return, promptly on receipt of such request, of each and every copy of Confidential information in any form given by the Disclosing party, and satisfy the Disclosing Party that it no longer holds any further Confidential information. Any part of the confidential information that cannot conveniently be returned to the Disclosing party will be destroyed in the way reasonably directed by the Disclosing party.



8.7 This agreement shall remain in force for 4 years from the effective date, except to the extent this agreement is superseded by stipulations of the future legally binding agreement between the parties in respect of the Purpose envisaged under this agreement. The Second Party reserves the right to reconsider this agreement, if the First party has failed to meet the expectations w.r.t. quality feedback from students & the monitoring authorities, and further shows no improvement up on sharing feedbacks thereafter for mutual benefits.

8.8 All confidential information disclosed herein shall remain the sole property of the disclosing party and the receiving party shall obtain no right thereto of any kind by reason of this agreement.

8.9 The Receiving party shall indemnify and hold the Disclosing Party harmless from any and all damages and expenses, including court costs and attorneys' fees which the disclosing party may sustain as a result of the confidential information being improperly used or disclosed by the Receiving party in breach of this agreement.

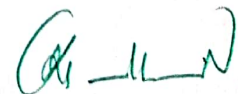
8.10 In the event of a breach or threatened breach by the Receiving party of any provisions of this agreement, the disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the disclosing party at law or in equity, shall be entitled to a temporary restraining order/ preliminary injunction in order to prevent or to restrain any such breach by the Receiving party, or by any or all persons directly or indirectly acting for, on behalf of, or with the receiving party.

9. NON-COMPETE AND NON SOLICITATION CLAUSE

Both the parties hereby agree not to solicit/influence member, director, employees, affiliates, trainer & independent trainer and representatives of the other party in any manner during the time this agreement is in force or for the period 3 months after the member, director, employees, affiliates, trainer & independent trainer and representatives of the other party seizes the employment with the party and shall also not solicit, influence anyone to divulge any confidential information with respect to plans, course materials, projections, and operational information, information with respect to technical specifications, drawings, know-how, data, formulae, patent, trade secrets, trainer/training team and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, in writing, by verbal communications or otherwise).

Both the parties further agrees not to offer employment, part time employment, and independent contract to the member, director, employees, affiliates, trainer & independent trainer and representatives of the other party during the time this agreement is in force or for the period 2 years after the member, director, employees, affiliates, trainer & independent trainer and representatives of the other party seizes the employment with the party.

The SPOC from the Second party shall be **Dr.M.B.Anandaraju**, Director - HR, Corporate Relations, Training & Placement. The Second party agrees to communicate their feedback, communication and decision to the Management of the First party (**Mr. Siddharth Sethi**, Email ID - **siddharthsethi@zestech.in**) and not directly to the trainers, independent trainers, or any employee of the First party "ZESTECH".



10. FEES AND EXPENSES

The fee for the program shall be paid to the First party - "ZESTECH" as described in detail *infra* **Annexure B**.

11. TERM & TERMINATION:

10.1 This agreement is for a period of Four (4) years, i.e., till the last week of **July 2023** -- '**Pragnyan program**', will be effective from the date of execution thereof.

10.2 However, this agreement may be renewed for further period on the terms and conditions as will be mutually agreed by the Parties in writing.

10.3 The Parties reserve the right to terminate the agreement, wherein the other party has failed to perform on the obligation as agreed in the present agreement, quality service provided and breach of agreement or for any other reason with appropriate notice to the other party.

12. CONSEQUENCE OF TERMINATION:

On expiry of Term or Termination of the agreement, the following provisions would apply:

(i) Expiry of Term or Termination of the agreement, would not affect any of the rights and obligations of the Parties that may have accrued prior to such expiry of Term or termination.

(ii) Within 15 working days after the expiry of the Term or termination of the agreement, the first party shall agree on the net amount that may be due to the second party,

(iii) All confidential materials, information, copyright materials to which the parties were privy in lieu of the agreement, shall immediately be returned to its rightful owner on expiry of the Term or Termination of the agreement, to the party who is the owner of the materials/information.

13. NO PARTNERSHIP:

Nothing contained in this agreement shall constitute or be deemed to constitute a partnership between the parties, and no Party shall hold himself out as an agent for the other party, except with the express prior written consent of the other party and the relationship shall be on a Principal to Principal basis.

14. INDEPENDENT RIGHTS:

Each of the rights of the Parties hereto under this agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this agreement or otherwise.

15. VARIATION:

No variation of this agreement (including its Annexures) shall be binding on any party unless such variation is in writing and signed by each party.



16. NO ASSIGNMENT:

Subject to the provisions of this agreement, this agreement is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the other party.

17. WAIVER:

Any relaxation, forbearance, delay or indulgence on the part of the **ZESTECH** and **BGS Group of Technical Institutions** in enforcing any of the terms and conditions of this agreement or the granting of time by the first party or the second party shall not prejudice, affect or restrict the rights of the parties hereunder nor shall any waiver by the Parties of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

18. ARBITRATION CLAUSE:

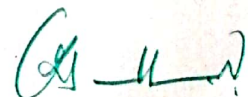
In consideration of the relationship between the parties, the parties hereby agrees to arbitrate all disputes arising herein and in connection and relating to this agreement and rights, obligations arising hereunder, at present and in the future, and the Parties agree that any and all controversies, claims or disputes with anyone (including the Company and any employee, officer, director, stakeholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from this agreement with the Company, or the termination of this agreement, including any breach of this Agreement, shall be subject to binding arbitration rules as applicable and enforceable in India. The Arbitration & Conciliation Act relevant in India in the year the dispute arises and applicable in India and enacted by the Indian Parliament and published in the gazette shall be applicable and to be invoked by the parties for referring any disputes to arbitration. Departure is made from mentioning any specific Act in view of the development and proposed new Arbitration Act and thus Arbitration Act shall be applicable for any disputes to the extent applicable and permissible under laws of India. The disputes shall be referred to three Arbitrators, each one by both the party's and the third by mutual consent. The language to be used in the arbitral proceedings will be English.

19. GOVERNING LAW:

Any disputes as to the meaning, effect, performance or validity of this agreement or arising out of, related to, or in any way connected with, this agreement, association of the parties for achieving the objectives of this agreement or any other relationship between the first party and the second party (the "Disputes") will be governed by the provisions of Arbitration Act as stated in the above clause. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the remainder of this letter agreement shall remain in effect and shall not be affected and the parties shall use their best efforts to find an alternative way to achieve the same result. And disputes arising in relation hereto if not settled by arbitration shall be subject to the exclusive jurisdiction of the courts at Bangalore, Karnataka, India.

20. FORCE MAJEURE CLAUSE:

The Parties hereto agree that they shall not be responsible for failure to perform of their obligations under these presents due to *force majeure*, which shall include but



not be limited to fire, flood, strike, labour/employee strikes and disputes, embargo put by the government of the country of any party, or any other reason of such party. If the circumstances leading to *force majeure* occur, the affected party shall give notice thereof to the other party. If the circumstances or event of *force majeure* continue for a period of 6 months, either party may terminate the agreement.

21. EXECUTION OF AGREEMENT:

This agreement shall be executed in duplicate. The original shall be retained by the First party, **ZESTECH** and the duplicate by the Second party, **BGS Group of Technical Institutions**

22. PAYMENT OF STAMP DUTY:

The stamp duty and all other expenses in respect of this agreement and duplicate thereof shall be borne and paid by the parties jointly.

23. SUPERSEDES:

All prior agreements or arrangements whether oral or written between the parties or relating to the rendering and conduct of Trainings shall be deemed to be cancelled and superseded by this agreement unless otherwise herein expressly agreed between and by the parties.

24. HEADINGS:

The headings of the clauses of this agreement are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents.

25. AMENDMENT:

Any amendment to this agreement shall be agreed in writing by both Parties and shall refer to this agreement.

Annexure – A

Process Step	Description	Time Line	Method of Communication
Team Visit	Team will visit the campus, check facilities and ensure adherence to requirements	Not Applicable	Email/Telephone/Face To Face
Signing agreement	One time activity for signing agreement	Not Applicable	Face To Face
Tentative schedule	Tentative training schedule is to be shared by BGS Institute of Technology to ZESTECH with an advance notice period of minimum one week before the start of the training.	Minimum notice of 1 week	Email/Telephone

Confirmed Booking	BGS Group of Technical Institutions booking will be confirmed by ZESTECH through mutual acceptance and signing on the Proposal copy by both First Party and Second Party. The soft copy of the official proposal will be emailed or the hard copy of the same will be sent along with the ZESTECH representative	Minimum notice of 1 week	Email/Telephone/Courier
Preparation	Representatives will visit and prepare for the Trainings. During this time, representatives will require access to visit the class rooms and labs as needed and will be informed priorly.	Minimum notice of 1 week	Face To Face
Training	Training team will visit and ensure the student is fully prepared with respect to the objectives of the program.	Throughout the semester	Online / offline mode of assessment as and when required
Actual Exams	Representatives will conduct actual mock tests. During this process access to the labs may be limited for students. The Exam may be conducted in multiple batches in the offline / online mode of assessment.	Will span over the days of the mock test.	Online / offline mode of assessment

INNOVATION, GROWTH & VALUES

Signature

Signature

Signature

Annexure B.

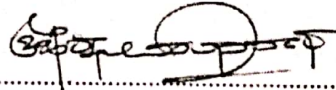
TRAINING & PLACEMENT SUPPORT FEES:

The detailed commercials are listed below.

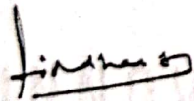
Commercial as agreed for the **Long-Term Training Program and Books Supply-Pragnyan** is **Rs 2300/-** i.e. Rupees Two Thousand Three Hundred Only (Inclusive of GST @18% as applicable) **per student per academic year.**

PAYMENT CLAUSE:

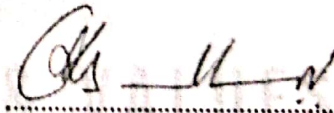
- a) ODD Semester: 25% of the total amount on the commencement of the training program and 25% of the of the total amount on the completion of the training program, should be paid to the First party by the Second party, upon raising the invoice, within a period of 7 days but not later than 10 days until this agreement is in existence.
- b) EVEN Semester: 25% of the total amount on the commencement of the training program and 25% of the of the total amount on the completion of the training program, should be paid to the First party by the Second party, upon raising the invoice, within a period of 7 days but not later than 10 days until this agreement is in existence.
- c) Interest @ 18% p.a will be payable on payments delayed beyond the limits specified in clauses (a) & (b) above, from the due date till date of actual receipt of the payment.
- d) Payment to be made via NEFT/Cheque will be in the name of **ZESTECH Global Pvt. Ltd.**
- The commercials mentioned in the above clause is valid from academic year 2019-20 to academic year 2022-23 ie upto the last date of July 2023 from the date of this agreement and shall be considered for a review further.
 - Payment will be made on the basis of the type of activity agreed during the time of confirmation.
- IN WITNESS WHEREOF the parties hereto have executed these presents and duplicate copy thereof on the day and year hereinabove written.



Sri Sri Sri Dr. Nirmalanandanatha Mahaswamiji
President
Sri Adichunchanagiri Shikshana Trust ®

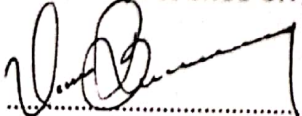


Mr Siddharth Sethi
Director
ZESTECH Global Pvt. Ltd.
(First Party)



Dr. C K Subbaraya
Registrar
Adichunchanagiri University ®
(Second Party)

Thereof in the presence of:

1. 

2. 