

ANNXURE-A

Terms And Conditions of the MOU

a) **Offers/Benefits Under MOU**

The Parties hereto have mutually agreed for the offers/benefits under this MOU as specifically described herein below:

Sr. No.	Type of Schools	Offers/Benefits For the said Pre-School	Offers/Benefits For Parents Availing Admission(s) For Their Children
1	VIBGYOR KIDS AND VIBGYOR HIGH	Rs. 10,000/- (Rupees Ten Thousand Only/-) inclusive of all applicable taxes, as and being onetime benefit shall be paid to said Preschool, if the student referred by it gets converted to VIBGYOR KIDS or VIBGYOR HIGH's Admission.	Parents upon being referred/suggested by the said Pre School availing admission(s) for their wards and/or children in VIBGYOR shall be given/provided an E-Coupon worth Rs. 10,000/- (Rupees Ten Thousand Only) per admission and this E-Coupon will be issued at the time of admission.
2	VIBGYOR ROOTS AND VIBGYOR RISE	Rs. 10,000/- (Rupees Ten Thousand Only/-) inclusive of all applicable taxes, as and being onetime benefit shall be paid to said Preschool, if the student referred by it gets converted to VIBGYOR ROOTS or VIBGYOR RISE's Admission	Parents upon being referred/suggested by the said Pre School availing admission(s) for their wards and/or children in VIBGYOR shall be given/provided an E-Coupon worth Rs. 10,000/- (Rupees Ten Thousand Only) per admission and this E-Coupon will be issued at the time of admission.
3	VIBGYOR KIDS, VIBGYOR HIGH, VIBGYOR ROOTS AND VIBGYOR RISE	For a specific period i.e. commencing from 1 st October To 31 st December (" Guaranteed Admission Period ") during the pendency hereof guaranteed admissions shall be given to the students referred by the said Pre School or its partner Pre School, subject to compliance/adherence of any other or all other conditions in respect of admission. Moreover, after expiry of the Guaranteed Admission Period, the admissions shall be given basis the availability.	

Special Note:-

The said Pre School in either case shall be entitled to the payment of this onetime benefit, only in the event of confirmation of the admission and receipt of any 1 (one) complete installment from parents excluding the discounted installment and same is not being cancelled within 90 (Ninety) days thereafter by the student of the said Pre School and/or parents of such students. No other or additional claims with respect to any other expenses including but not limited to out-of-pocket expenses shall be entertained and permitted unless EIPL and /or the said Licensed Part(ies) has expressly consented in writing to such charges.

However, parents can only avail the offers/benefits enlisted in Annexure A above and no other offers/benefits offered by the School(s) in respect of the admission(s) can be selected/opted by such parents. Furthermore, if parents approach for refund of installment due to cancellation of admission, then the paid onetime benefit amount to the Pre School shall either be refunded or to be adjusted against future payable onetime benefit amount, at the discretion of EIPL.

It is further clarified that the Offers/Benefits under this MOU shall be subject to change/modification/revision at the sole discretion of EIPL.

b) Purpose of the MOU

Both the Parties have entered into this MOU with an intention that it may lead to admission of students of the said Pre-School with the schools run by EIPL and /or the said Licensed Part(ies).

c) Independent Contractor Status

Nothing herein shall be deemed or construed to create a joint venture, partnership, employee/employer, principal / agent or Franchisor- Franchisee or any other relationship between the Parties for any purpose.

d) Assistance to be provided by VIBGYOR

i) **EIPL** and /or the said Licensed Part(ies) will facilitate offering priority counseling for students studying in the said Pre - School. However, it is agreed and understood that admissions to **VIBGYOR** are solely subject to availability of seats in that academic year and following the norms, policies, rules and regulations governing the admission criteria of **VIBGYOR**. Admission shall be ensured by **EIPL** and /or the said Licensed Part(ies) and those are subject to seat availability, final decision of **EIPL** and /or the said Licensed Part(ies). The said Pre-School shall not make any such commitments to

its students and their parents and in case of any disputes due to such issues, it shall solely on its cost and consequences sort the issue and keep **EIPL** and /or the said Licensed Part(ies), its Directors, employees indemnified from any consequences, complaints, Orders, penalties levied by any authority or third parties or the parents or students arising due to false commitments made by the said Pre-School.

- ii) **EIPL** and /or the said Licensed Part(ies) will organize Admissions information sessions for parents of children at the said Pre-School or at the premises of either of the school on a prefixed date and time as agreed upon by both the Parties.
- iii) **EIPL** and /or the said Licensed Part(ies) will invite children and parents of the said Pre-School to drive – ‘**Buddy Day**’ at **VIBGYOR**.
- iv) **EIPL** and /or the said Licensed Part(ies) will allow the said Pre-School to use its infrastructure such as classroom, assembly halls in one of the premises managed by **EIPL** and /or the said Licensed Part(ies) to organize school events such as annual day /sports day, subject to availability, at no cost. Any other requirements for e.g. food & beverage will be charged at a mutually agreed prefixed cost. The said Pre-School agrees to compensate **EIPL** and /or the said Licensed Part(ies) for any damage/loss caused to its property whilst the same is being used/operated by the said Pre-School and/or its appointed employees.
- v) **EIPL** and /or the said Licensed Part(ies) will provide the said Pre-School a certificate of association that is to be displayed by the said Pre-School prominently at a conspicuous place in its school premises and it should be readable and visible to all outsiders from reasonable distance.
- vi) **EIPL** and /or the said Licensed Part(ies) states that it has its unique ‘**Inter VIBGYOR Transfer**’ facility which will be of immense benefit and interest to the kids attending the said Pre-School whose parents have transferable jobs. With a network of 36 schools across 13 cities and its unique synchronous curriculum model, **EIPL** and /or the said Licensed Part(ies) facilitates a seamless transfer of the student from one VIBGYOR location to another without interruption or discontinuity of curriculum. *The list of the schools more particularly described here under:*

LIST OF SCHOOLS

SR. NOS.	LOCATION OF THE SCHOOLS	ADDRESSES OF THE SCHOOLS
1	GOREGAON (W)-MUMBAI	MOTILAL NAGAR - 1, SRIRANG SABDE MARG, OFF. LINK ROAD, GOREGAON W, MUMBAI - 400 104.

2	MALAD(E)- MUMBAI	NEAR ASTER SOCIETY, FIRE BRIGADE ROAD, OPP. OBEROI MALL, NEAR WESTIN HOTEL AND WESTERN EXPRESS HIGHWAY, DINDOSHI, MALAD (E), MUMBAI - 400 097.
3	MALAD(W) - MUMBAI	ADJACENT TO GRAND HOMETEL, BEHIND EVERSHERE MALL, CHINCHOLI BUNDER ROAD, MALAD WEST, MUMBAI, MAHARASHTRA 400 064.
4	BORIVALI - MUMBAI	HOLY CROSS ROAD, I.C. COLONY, BORIVALI WEST, MUMBAI - 400 103
5	AIROLI - NAVI MUMBAI	PLOT NO. 114, SECTOR NO. 8A, OPP. NEWA HEIGHT, AIROLI, THANE, NAVI MUMBAI, MAHARASHTRA- 400 708.
6	KHARGHAR - NAVI MUMBAI	PLOT # 35, SECTOR # 15; KHARGHAR; NAVI MUMBAI, MAHARASHTRA- 410 210.
7	BELAPUR - NAVI MUMBAI	PLOT NO. 14, SECTOR 30/31, SECTOR 30, CBD BELAPUR, NAVI MUMBAI, MAHARASHTRA 400614
8	KALYAN- KHADAKPADA	OPP. MOHAN ALTEZZA, THARWANI CIRCLE, VASANT VALLEY ROAD, KHADAKPADA, KALYAN (W) – 421301, MAHARASHTRA
9	NIBM – PUNE	DORABJEE PARADISE, OFF. CORINTHIAN CLUB ROAD, EXTN NIBM ROAD, MOHAMMEDWADI, HADAPSAR, PUNE - 411 060.
10	BALEWADI - PUNE	SR. NO. 28/2, SUS VILLAGE, BEHIND KIRLOSAR BROTHERS CORP OFFICE, MUMBAI-BENGALURU HIGHWAY, BALEWADI, PUNE - 411 021.
11	MAGARPATTA - PUNE	SURVEY NO.130, PLOT NO.MP4, OPP.MEGAMEALS. NEAR WEST GATE, MAGARPATTA CITY, HADAPSAR,PUNE - 411 013.
12	YERWADA - PUNE	AMENITY BUILDING; COMMERZONE; SURVEY # 144 & 145; SAMRAT ASHOKA PATH, OFF AIRPORT ROAD; YERWADA; PUNE - 411006
13	HINJEWADI- PUNE	BHUMKAR DAS GUGRE ROAD,NEW MIDC ROAD, NEAR HDFC BANK,HINJEWADI PHASE 1, PUNE - 411 057
14	CHINCHWAD - PUNE	CTS NO. 4780, SURVEY NO. 127/1A/1A/A (PART), OPPOSITE HOTEL HILTON DOUBLE TREE, VILLAGE - AKURDI, TALUKA – HAVELI, PUNE - 411019
15	FURSUNGI –PUNE	SURVEY NO. 214, NEAR PARK INFANIA, BHEKRAI NAGAR, OPP. SHIVSHANKAR MANGAL KARYALAYA, VILLAGE - FURSUNGI, PUNE - 412 308
16	PIMPALE SAUDAGAR – PUNE	SURVEY NO. 12, HISSA NO. 1 TO 5, CITY SURVEY NO. 594, 595 AND 597, PIMPLE SAUDAGAR, TALUKA HAVELI, DISTRICT PUNE - 411 027
17	WAGHOLI	NEAR VTP PURVANCHAL, WAGHOLI - KESNAND - WADEGAON ROAD, WAGHOLI, PUNE – 412207. MAHARASHTRA.
18	KOLHAPUR	RS 301, MUDSHINGI ROAD, UCHGAON, NEAR OM SAI PETROL PUMP, KOLHAPUR - 416 005.
19	VADODARA - GUJRAT	OPP. BANCO PRODUCT, PADRA ROAD, B/H BHAYALI RAILWAY STATION, VADODARA - 391 410
20	SURAT – GUJRAT	SURVEY # 62/1; MAGDALLA VILLAGE; CHORYASI TALUK; BEHIND RAJHANS MONTESSA; SURAT-395007
21	LUCKNOW	VIRAMKHAND-2, GOMTI NAGAR, NEAR PATRAKARPURAM CHOURAHA, LUCKNOW - 226 010.
22	GURUGRAM - HARYANA	VIBGYOR HIGH, BLOCK D, ESENCIA COLONY, SECTOR 67 GURUGRAM 122001

23	INDORE	PLOT NO 16, SCHEME NO 78, PART II , VIJAY NAGAR, INDORE, MADHYA PRADESH 452 010, LANDMARK : NEAR BRILLIANT CONVENTION CENTER
24	NASHIK	PLOT NO 3, SURVEY NO - 75/2, SAMARTH NAGAR, MAKHMALABAD NASHIK – 422004. LANDMARK: NEAR VIJAY NAGAR GALAXY APARTMENT
25	MARATHAHALLI – BANGALORE	58/1,THUBARAHALLI, WHITEFIELD ROAD(MARATHAHALLI), BEHIND SRIRAM SAMRIDDHI APARTMENT, BENGALURU - 560 066.
26	HARALUR - BANGALORE	107/1, ROYAL PLACID, HARALUR ROAD, (HSR EXTENSION), BENGALURU - 560 102.
27	HORAMAVU - BANGALORE	SURVEY NO.84/6, VILLAGE HORAMAVU, K.R. PURAM HOBLI, BENGALURU EAST TALUK, BENGALURU - 560 043.
28	ELECTRONIC CITY- BANGALORE	SURVEY NO.45/1 & 112, VILLAGE-VITTASANDRA, BEGUR, HOBLI, BENGALURU SOUTH TALUK , BENGALURU - 560 100
29	KADUGODI- BANGALORE	SURVEY NO 9/2, KONADASAPURA VILLAGE, BIDARAHALLI HOBLI,KADUGODI MAIN ROAD, BENGALURU EAST TALUK, BENGALURU - 560 067
30	JAKKUR - BANGALORE	SURVEY NO: 55/6,80FT ROAD, ARKAVATHY LAYOUT, JAKKUR, BENGALURU NORTH TALUK BENGALURU - 560 064.
31	YELAHANKA - BANGALORE	VIBGYOR-SURVEY NO 80/81 SINGANAYAKANAHALLI,OFF DODDABALLAPURA MAIN ROAD, YELAHANKA,BENGALURU,KARNATAKA-560064
32	HENNUR- BANGALORE	SURVEY NO. 60/1-60/2, BYRATHI VILLAGE,BLESSING GARDEN LAYOUT,NEAR CRATIS HOSPITAL, GEDHALAHALLI, HENNUR MAIN ROAD,BENGALURU - 560 077
33	DODDANEKUNDI – BANGALORE	SURVEY NO. NO.30, DODDANEKUNDI VILLAGE, MAHADEVAPURA POST,NEXT TO INNOVATIVE PETALS APARTMENT,KR PURAM HOBLI, BENGALURU EAST TALUK,BENGALURU – 560 037
34	PANATHUR -BANGALORE	SURVEY NO. NO. 84/3, PANATHUR MAIN ROAD,NEXT TO VASWANI RESERVE APARTMENT,PANATHUR POST, BENGALURU EAST TALUK,BENGALURU - 560 103
35	HSR 3 - BANGALORE	24TH MAIN ROAD,ITI LAYOUT, SECTOR 2,NEAR HAMILTON BAILEY HOSPITAL,HSR LAYOUT,BENGALURU - 560 102
36	COIMBATORE	483 KAMARAJAR ROAD, VL NAGAR, BALASUBRAMANIA MILLS COMPOUND, UPPILIPALAYAM, COIMBATORE-641015
37	CHOKKANAHALLI	SURVEY NO # 79/2, 75/9 , CHOKKANAHALLI MAIN ROAD, CHOKKANAHALLI VILLAGE, JAKKUR POST, YELAHANKA HOBLI, BENGALURU – 560064
38	NAGPUR	103, NEW RAMDASPETH NAGPUR - 1, MAHARASHTRA - 440 010
39	BHOPAL	SUVEY NO. 158/1/1, AYODHYA BYPASS ROAD, VILLAGE DHANKHEDA, BHOPAL – 462010

e) **Obligations of the said Pre School:-**

- i) The said Pre-School will inform parents that the admissions in VIBGYOR are subject to availability of seats in that academic year and as per the admission process.
- ii) The said Pre-School may organize school visits by bringing their students to a mutually agreed centre of **EIPL** and /or the said Licensed Part(ies) as part of activity mentioned in their curriculum – ‘**Big School Visit**.’
- iii) The said Pre-School will organize at least 2 (two) admission information sessions basis mutual understanding and prior discussion and notify **EIPL** and /or the said Licensed Part(ies) of the same.

- iv) The said Pre-School shall not make any commitment, representation or undertaking to any Parents and/or any third party on behalf of **EIPL** and /or the said Licensed Part(ies), without the prior written consent of **EIPL** and /or the said Licensed Part(ies).
- v) The said Pre-School shall not use or infringe the trademark or logo or any other Intellectual property rights of **EIPL**.
- vi) The said Pre-School shall not be entitled to assign, sub-contract any of its rights under this MOU to any third party without the prior written consent of **EIPL** and /or the said Licensed Part(ies).
- vii) They shall not conduct any activity which shall directly or indirectly be in conflict of interest with the working of **EIPL** and /or the said Licensed Part(ies).

f) **Confidentiality and Non Disclosure**

It is understood that both **EIPL** and /or the said Licensed Part(ies) and the said Pre-School shall protect and preserve the confidentiality and secrecy of the confidential information, disclosed by either Party to other, in writing, during the term of MOU and same confidentiality shall be maintained even after termination of this MOU. They shall not, at any time during or after the Term, disclose or communicate to any other third party all or any of the confidential information, data in any manner whatsoever. In case of any breach or violation of the confidentiality term by either Party, the other Party shall be entitled to claim liquidated damages from the Party committing the breach or violation.

g) **Intellectual property**

During the course of this arrangement, **EIPL** and /or the said Licensed Part(ies) may share materials and resources with the said Pre-School which are proprietary information of **EIPL** and /or the said Licensed Part(ies) and in which it may also hold intellectual property rights. It is hereby agreed by the said Pre-School that such proprietary information including the Intellectual property shall always remain as the property and under ownership of **EIPL** and /or the said Licensed Part(ies) and that nothing in this arrangement shall affect its ownership. The said Pre-School shall not use or infringe in any manner **EIPL** and /or the said Licensed Part(ies)'s name, trademark or logo or any other Intellectual Property Rights.

h) **Termination**

Either Party shall hold the right to terminate this MOU before its expiry by tendering 15 (Fifteen) days prior written notice. Upon such termination by either of the Parties, (i) The said Pre-School shall not be entitled to claim any compensation for loss of

business/profit from **EIPL** and /or the said Licensed Part(ies) (ii) The said Pre-School shall hand over all the assets and materials provided by **EIPL** and /or the said Licensed Part(ies) to them including all the records maintained by them to the authorized representative of **EIPL** and /or the said Licensed Part(ies) without any demur, objection and protests. All indemnities provided under this MOU shall survive termination.

i) **Notice**

Any notice required or permitted to be given by either party to the other shall be in writing. Unless otherwise specified by a Party in writing. All notices shall be duly addressed to the other party at the address provided hereinabove. Such notice shall be effected either: (a) personally, in which case service shall be deemed effective on delivery; or (b) by pre-paid registered post, or (c) registered post with AD/speed post with AD/fax/E mail/courier in which case service will be deemed effective on the day after posting.

j) **Communication**

Any communication from either Party to the other Party shall be addressed in writing as per the details more particularly mentioned hereunder:

Sr. Nos.	Name & Designation of the SPOC	Contact details of the Parties hereto
1		
2		

k) **Non-Exclusivity**

This MOU is made on a non-exclusive, non-binding manner and is a tie up for pre-school educational entities to have access of quality education for the students studying in their institutions and does not create any business relationship.

l) **Governing Law & Jurisdiction**

This MOU will be construed in accordance with and governed by the Laws of India and each Party agrees to submit to the exclusive jurisdiction of the courts in the city of Mumbai, India.

m) **Amendment / Additions/ Modifications**

Any amendment / additions/ modifications with respect to these presents shall be effected only in writing which is executed by both the Parties and shall be deemed to constitute as an integral part of these presents.

n) **Non Solicitation**

During the subsistence of this MOU and for a further period of twelve (12) months thereafter neither the said Pre-School nor **EIPL** and /or the said Licensed Part(ies) shall either directly or indirectly, without the prior written consent of the other party, solicit the services of or make an offer of employment to, or hire any person who is an employee or a consultant of the other Party at the time of such solicitation, offer or hire or has been an employee on any date during a period of six (6) months prior to such solicitation, offer or hire.

o) **Indemnity**

In performing services under this MOU, the said Pre-School agrees to indemnify, defend, and hold **EIPL** and /or the said Licensed Part(ies), its officers, directors, members, employees, representatives, agents, and the like saved & harmless for any alleged or actual infringement and for any liability, debt, or claim, expense or damage or other obligation arising out of or as a result of or relating to (a) the MOU, (b) the performance of the MOU, or (c) the deliverables.

This indemnification shall include all legal expenses including the Advocates fees incurred by VIBGYOR shall be borne and paid by the said Pre-School

p) **Custody Of MOU**

This MOU will be executed in counterparts. Each counterpart shall be treated and considered as an original and such counterpart shall together constitute one and the same document i.e. MOU. Therefore, both Parties hereto shall retain one original executed MOU with them.