# INSTITUTE COLLABORATION AGREEMENT

This Institute Collaboration Agreement (“**Agreement**”) is made at Delhi on the 21 day of August, 2024.

# BY AND BETWEEN

**Eduvanz Financing Private Limited,** a company incorporated under the Companies Act, 2013 and having its registered office at B/202, Times Square Building, Opp, Mittal Industrial Estate Andheri Kurla Road, Andheri East, Mumbai, MH- 400059 and having other place of business at 307, 3rd Floor, Block H, Local Shopping Centre, Vikaspuri, New Delhi, 110018, having CIN (U65999MH2016PTC285244) (hereinafter referred to as **“WiZR”**, which expression shall unless repugnant to the meaning or context hereof, include its successors and permitted assigns);

# AND

**ONE8 COMMUNE ,** a company registered under the Companies Act, 2013/1956 having its registered office 145, 5th Main Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102, CIN VK18004OR2020PTC03458 (Hereinafter referred to as “**Institute**”), which expression shall unless repugnant to the meaning or context hereof, include its partners and their respective legal heirs, executors and administrators

WiZR and the Institute shall hereinafter, wherever the context permits, jointly be referred to as

“**Parties**” and individually as “**Party”**.

# RECITALS

1. WiZR is a Non-Banking Financial Company (“NBFC”) duly registered with the Reserve Bank of India and inter alia engaged in the business of providing easy, transparent and speedy loan using innovative technology solutions.
2. The Institute is engaged in the business of providing educational courses and placement services to the students availing of the educational course from the Institute.
3. Basis the representation and assurance made by the Institute on their ability to deliver the educational course and providing placement to the students, WiZR has agreed to collaborate with the Institute WiZRfor the purpose of evaluating Customers (*as defined below*) to provide Loans (*as defined below*) in relation to the products or Services of the Institute.
4. In furtherance of the same, the Parties are entering into this Agreement to record the terms and conditions of the arrangement mutually agreed upon between the Parties in relation to the same.
5. WiZR and Institute had entered into a collaboration under agreement dated \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ and its first addendum dated \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ **(“Contract”)**. The parties confirm that, as on the date of this agreement, the total amount due and outstanding from Institute is INR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). Institute hereby re-confirms the agreed understanding in the contract and clarifies that, the Institute unconditionally, absolutely and irrevocably guarantees to WiZR for repayment of all amounts due and outstanding from the Customers sourced on the basis of the Contract.
6. The Parties agree that the Recitals and Schedules shall form an integral part of the Agreement

# NOW THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS: -**

All terms and expressions when used with capitalized first letter shall have the meaning ascribed to them as hereunder:

**“Applicable Law”** shall mean all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration of, any Governmental Authority, whether in effect as of the Effective Date or thereafter.

**“Authorisation”** shall mean any approval, no objection certificate(s), clearance, resolution, license, registration, authorisation, consent, approval, ruling, permit, certification, exemption, filing, notarisation, lodgement, environmental clearances issued/ to be issued by the Governmental Authority or any third Party in relation to the Parties, its business, and for undertaking, performing or enforcing the obligations contemplated by the Agreement required to be obtained by the Parties under the Applicable Law or otherwise in connection with its business.

**“Services”** shall mean customized or pre-designed executive education, vocational skilling, technical training or any other or training programs/courses which may include classroom training as well as software packages developed as simulation exercises and talent analytics and placement services provided by the Institute to the Customers pursuant to such education, vocational skilling or training programs.

“**Customers**” shall mean the participants who have availed of the Services offered by the Institute and would like to receive Loan from WiZR and/or through its lending partners to pay the fees for the Services charged by the Institute.

**“Effective Date”** shall mean the date of execution of this Agreement by both the Parties.

**“Governmental Authority”** shall mean the government of India, or the government of any other state of India, or any local, national or supranational agency, authority, department, inspectorate, board, statutory, regulatory or administrative authority, ministry, collector, gram panchayat, municipal committee, corporation, official, court, tribunal, stock exchange, judicial body, agency, arbitrators, statutory Person (whether autonomous or not), corporation (to the extent acting in a legislative, judicial or administrative capacity) or stock exchange or commission or any of their subdivisions of India or of any other jurisdiction (including any foreign jurisdiction), which has jurisdiction over the Parties or the subject matter of the Agreement.

**“Intellectual Property Rights”** shall mean collectively or individually, all intellectual property rights owned at present or in the future by the Parties including but not limited to patents, know- how, trademarks, trade names, copyrights, marks, designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, rights to prevent passing off or unfair competition, copyright, database rights, any other rights in any invention, discovery, copyright, creation or process in each case in the country of India and all other countries in the world and together with all renewals and extensions.

**“Loan”** shall mean education loans as well as EMI repayment programs for the Services of the Institute to the Customers referred by the Institute through various structures outlined in **Schedule I** and **Schedule II** of this Agreement.

**“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a ‘Person’ under Applicable Law.

“**Term**” shall have the meaning ascribed to it Clause 4.

# TERMS OF LOAN

* 1. WiZR agrees to provide Loan for the Services offered by the Institute to such Customers as referred by the Institute through various structures and as per the terms agreed by the Parties as more specifically outlined in **Schedule I** of this Agreement.
  2. The Parties had entered into an Institute Collaboration Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and its first addendum dated \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ **(“Contract”)**.  All Customers availing loan from date of this Agreement shall be governed by the terms and conditions of this Agreement. Existing customers (i.e customers on boarded prior to date of this Agreement) shall be governed by terms of the Contract until loans are settled and the Institute shall be liable and obliged to repay all the outstanding amounts that are due under the Contract.

# OBLIGATIONS OF THE PARTIES

WiZR has agreed to provide Loans to the Customers relying on the representations and assurances made by the Institute. Mutually agreed obligations and roles of each of the Parties are more specifically provided in **Schedule II** to this Agreement.

# TERM AND TERMINATION

* 1. The Agreement shall be valid for a period of 60 months from the Effective Date, unless terminated in accordance with the terms of this Agreement (“**Term**”).
  2. Either Party shall be entitled to terminate this Agreement for any reason whatsoever, by giving a prior written notice of 20 (twenty) days to the other Party. All obligations undertaken or that accrue during the term of Agreement shall survive termination of the Agreement.
  3. WiZR shall be entitled to immediately terminate this Agreement upon the occurrence of any of the following events:
     1. The Institute commits a material breach of any of the terms or obligations set out in this Agreement;
     2. Change in the control or management of the Institute;
     3. The Institute becomes subject of any proceedings under any applicable bankruptcy, receivership, insolvency or similar laws instituted by or against the Institute;
     4. The Institute fails to cure any breach under this Agreement, other than any material breach, within 10 (ten) days after WiZR gives a written notice to the Institute of such breach; or
     5. The Institute makes an untrue statement of material fact intentionally, or omission by the Institute to state a material fact intentionally, in the negotiation or performance of this Agreement.

# REPRESENTATION AND WARRANTIES

Institute hereby represents warrants and confirms to WiZR that:

* 1. It has full capacity, power and authority to enter into this Agreement and during the Term, they will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and have already taken and will continue to take all necessary and further actions as per the terms and conditions of this Agreement.
  2. It has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures to fulfil its obligations under this Agreement.
  3. It has not and will not violate, breach any covenants, representations, warranties, stipulations or conditions of any Agreement, deed entered into by the Parties with any third Party/ies.
  4. It has complied with all the Applicable Laws and has all the required Authorizations to perform the obligations under this Agreement.

# RELATIONSHIP BETWEEN THE PARTIES

* 1. Neither Party shall transact any business or give any assurances in the name of the other or on behalf of the other or in any manner or form, or make promises, representations or warranties or incur any liability, direct or indirect, contingent or fixed, for or on behalf of the other Party.
  2. The status of each of the Parties under this Agreement will be that of an independent Party. Notwithstanding anything contained in any law for the time being in force, it is clarified that this Agreement is on a principal-to-principal basis and does not create and shall not be deemed to create any employer-employee or principal-agent relationship between WiZR and the Institute or their respective officers, directors, employees and representatives.

# INDEMNITY

Each Party shall defend, indemnify, keep indemnified and hold the other Party, its affiliates, directors, agents, officers and employees harmless from all claims, actions, suits, damages, costs and expenses (including attorney fees), losses, penalties, fines, charges, liabilities, cause of action, passing off actions by any persons in relation to or arising out of i) breach of any obligation, undertaking, or covenants by the indemnifying Party under this Agreement; (ii) any representation or warranty by the indemnifying Party being untrue or inaccurate, or (iii) any third Party claims raised against the indemnifying Party that may arise on account its personnel’s acts or omissions under this Agreement. No Party shall be liable in connection with Agreement for any indirect, consequential, incidental, punitive, exemplary or special losses, whether arising in contract, tort or otherwise.

# GOVERNING LAW AND DISPUTE RESOLUTION

* 1. **Governing Law:** This Agreement shall be governed by, subject to and construed in accordance, with the laws of India and the courts of Mumbai shall have exclusive jurisdiction for all matters arising from this Agreement.

# Dispute Resolution:

* + 1. In the event a dispute or difference arises in connection with the interpretation or implementation of this Agreement, the Parties to the dispute shall attempt in the first instance to amicably resolve such dispute through mutual consultations. If the dispute is not resolved within 30 (thirty) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then a Party may refer the dispute to arbitration.
    2. The Parties shall submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by 1 (one) arbitrator mutually appointed by the Parties hereto failing which, the arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 and all matters in the arbitration shall be governed by the Arbitration and Conciliation Act, 1996.
    3. The place of arbitration shall be Mumbai, India and the language to be used in the arbitration proceedings shall be English. The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.
  1. **Costs:** Each Party shall bear its own legal costs, fees and expenses incurred by it incidental to the negotiation, preparation, execution and delivery of this Agreement including legal costs, fees and expenses relating to each Party’s counsel, accountants and experts.

# NOTICES

Unless otherwise stated, any notices or consents or communications required to be given or served by any of the Parties on the other Parties in respect of this Agreement, may be given in English in writing to such other Parties, by prepaid registered mail or courier with acknowledgment or by hand delivery or by email at the following address:

# Eduvanz Financing Private Limited:

Address : B/202, Times Square Bldg., Opp, Mittal Industrial Estate Andheri Kurla Road, Andheri East, Mumbai, Mumbai City, MH- 400059

Tel : 9004136668

Email : [raheel.shah@WiZR.com](mailto:raheel.shah@eduvanz.com)

Attn. : Raheel Shah

**ONE8 COMMUNE :**

Address : 145, 5th Main Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102

Tel : 9693220791

Email :nishant.sahay@growthschool.io

Attn. :Chaitanya

(or to such other address or electronic mail address as the addressee has by 7 (seven) days’ prior written notice specified to the other Parties). Any notice or demand shall be deemed to have been delivered (a) if given or made by registered mail, 10 (ten) days after posting;(b) if given by personal delivery at the time of delivery; (c) if given by email at the time of confirmation of the transmission recorded on the sender’s computer.

# ASSIGNMENT

The Institute shall not assign or transfer this Agreement or part of this Agreement or any rights or obligations there under to or for the benefit of any third Party without prior written consent from WiZR.

WiZR may, at any time, without consent or prior notice, sell, transfer, securitize, assign, or part with any or all of the rights and benefits and obligations (if any) under this Agreement to any third Party and the Institute shall continue to be bound by the terms of this Agreement notwithstanding such transfer or assignment by WiZR.

# CONFIDENTIALITY

The Parties shall, during the Term of this Agreement and thereafter, keep the Confidential Information (and shall endorse the Confidential Information as “confidential” to its agents and/or employees) and shall not disclose the same to any Person save to the extent necessary to use Confidential Information in accordance with the terms of this Agreement. The term “**Confidential Information**” as used in this Agreement means (i) the existence of this Agreement, the transaction contemplated hereunder and the terms and conditions agreed between the Parties under this Agreement; (ii) any information concerning the organization, business, Intellectual Property Rights, finance, transactions or affairs of any Party to this Agreement or any of their respective representatives (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Effective Date); (iii) any information whatsoever concerning or relating to (1) any dispute or claim arising out of or in connection with this Agreement; or (2) the resolution of such claim or dispute; and (iv) any information or materials prepared by or for a Party or its representatives that contain or otherwise reflect, or are generated from, Confidential Information. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure of information that is in or enters the public domain other than by reason of a breach. A Party may make disclosures required by law or court order provided they use diligent reasonable efforts to limit disclosure and has allowed the other Party to seek appropriate remedy.

# NON-WAIVER

The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

# AMENDMENTS

This Agreement may only be amended by a written agreement executed by duly authorized representatives of both the Parties.

# USAGE OF BRAND LOGOS AND MARKETING COLLATERALS

The Institute hereby authorizes WiZR (including its subsidiaries and affiliates) to share, disclose, publish, and disseminate information (including proprietary marks or names) relating to the Institute and Course as may be required by WiZR to promote any services offered by WiZR (including its subsidiaries and affiliates) and the Institute. The Institute is responsible to update the information shared with WiZR and shall be solely responsible for all matters relating to their offerings (including Services).

# BINDING EFFECT

This Agreement is a legal and valid obligation binding upon the Parties and enforceable in accordance with its terms, except as such enforcement may be limited by Applicable Law and subject to general equity principles and to limitations on availability of equitable relief, including specific performance. The execution, delivery and performance of this Agreement by the Parties does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound.

# ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior memorandum of understandings (MoUs), agreements and understandings and writings of any kind, written or oral, express or implied, with respect to the subject matter hereof.

# FURTHER ACTIONS

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

# SURVIVAL

The provisions of this Agreement, which by its nature survives, shall survive the termination including without limitation Clause 4 (*Term and Termination*), Clause 7 (*Indemnity*), Clause 11 (*Confidentiality*) and Clause 19 (*Severability*) and this Clause hereof shall survive the expiration or termination of this Agreement.

# SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Applicable Laws, and if the rights or obligations under this Agreement of the Parties shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

# COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same instrument and be an original. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (“.pdf”) shall be as effective as signing and delivering the document in person.

1. **NON -COMPETE CLAUSE**

During the term of the Agreement, and for a period of one (1) year immediately, thereafter, Parties agree not to solicit any employee or independent contractor of the other Party for itself or on behalf of any other business enterprise, nor shall either Party induce any employee or independent contractor associated with the other Party to terminate or breach an employment, contractual or other relationship with the other Party.

1. **ELECTRONIC SIGNATURE**

Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

# IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE, MONTH AND YEAR, FIRST HEREINABOVE MENTIONED.

Signed for and on behalf of **Eduvanz Financing Private Limited** by:

Name: - Raheel Shah

Designation: - Chief Business Officer

Signed for and on behalf of **ONE8 COMMUNE** by:

Name: - null

Designation: - Finance Executive

# Schedule I

**Terms of providing Loans to Institute’s Customers**

1. **Product Snapshot: -**



1. WiZR shall have the sole right to approve or decline a Customer’s Loan application. WiZR may communicate its decision to the Customer or to the Institute depending upon the program structure and as per instructions from the Institute. WiZR will collect the documents from the Customers.

**For Eduvanz Financing Private Limited**

Name: - Raheel Shah

Designation: - Chief Business Officer

Signed for and on behalf of **ONE8 COMMUNE**  by:

Name: - null

Designation: - Finance Executive

# Schedule II

# Deliverables of the Institute

1. The Institute represents, undertakes and warrants to WiZR that it shall ensure fulfilment of all Services and obligations committed to the Customers included but not limited to delivery of the course, providing placement etc. Any Default on the part of the Customers to repay the Loan or interest in relation to the Loan as a result of the Institute not being able to fulfil its Services or obligations shall be treated as a breach or deficiency by the Institute to perform its obligations under this Agreement. The Institute shall be liable to pay liquidated damages to WiZR for such breach and deficiency in the services. Quantum of liquidated damages shall be at the sole discretion of WiZR. Institute confirms that it has entered into this Agreement after considering the consequence of the liquidated damages as agreed to be payable to WiZR and it also acknowledges that WiZR would not have agreed to enter into this Agreement otherwise.
2. Institute explicitly authorizes WiZR to adjust any liquidated damages against any amount payables or future payables by WiZR to the Institute under this Agreement. Institute further agrees that if the amount to adjust is inadequate or insufficient to cover the liquidated damages as computed by WiZR, WiZR shall have the right to demand such amount from the Institute which shall be payable by the Institute not later than 7 business days failing which WiZR shall be entitled to seek recourse to all legal rights and remedies available to it including filing of insolvency resolution petition as a financial credit against the Institute.
3. For the purpose of this clause ‘Default ‘shall mean a) non-clearance of the monthly installment/EMI from bank account or any overdue amount on due date or b) non-clearance of monthly installment/EMI more than once directly from bank account irrespective of payment receipt date. Obligation of the Institute to pay such damages suffered by WiZR shall be continuing obligation and shall continue in full force and effect until no sum remains payable by the Institute under this Agreement. Institute agrees not to dispute the quantum of damages determined by WiZR and agrees that all amounts determined by WiZR shall be final and binding.
4. Institute shall ensure that the Customer is made aware and understands that their obligation to repay the loan is independent of the Institute fulfilling its obligations (including providing the course or job). Institute shall not make any representation to the Customers which in any way contradicts this understanding.
5. It is hereby clarified that for Loans extended under Contracts, Institute unconditionally, absolutely and irrevocably guarantees to WiZR for repayment of all amounts due and outstanding from the Customers to whom loans were disbursed as per the Contract. The Institute shall, on demand made by WiZR, no later than 3 days of such demand, shall pay all amounts due and outstanding to WiZR. Any delay in the payment of all the amount due and outstanding to WiZR shall attract penal interest/charge as determined by WiZR until the amount demanded by WiZR along with the penal interest/charge is paid in full by the Institute. WiZR shall also be entitled to seek recourse to all legal rights and remedies available to it including filing of insolvency resolution petition as a financial creditor against the Institute. Demand made by WiZR shall be final and conclusive and the Institute’s obligation to stand as guarantee to WiZR for amounts due from Customers is continuing, separate and an independent obligation of the Institute and cannot be varied, denied or diminished for any reason including any conflict, dispute or disagreement between the Institute and Customer, Customer and WiZR and/or Institute and WiZR and shall remain in full force and effect until all amounts due to Eduvanz from Customers have been repaid to the satisfaction of WiZR notwithstanding any modification/amendment to the agreement between WiZR and Customers or any termination of Agreement.
6. On specific request by WiZR, the Institute shall inform WiZR about the current employment status of the Customers. The Institute shall also provide regular updates about WiZR financed Customer including the Course fees charged, Course duration, placements, class performance, attendance and employment/corporate nomination.
7. WiZR is obligated to provide a cooling off period to Customers i.e. a time period within which Customers can repay the entire principal outstanding with proportionate APR. Accordingly, in the event a Customer cancels his/her/their enrolment to the Course within a period of 30 days from date of availing the Loan or one day prior to the first EMI due date, then the Institute shall within three (3) days of intimation of such cancellation return all amounts disbursed to the Institute including the proportionate APR charges and pre-closure charges. Further, if the Customer cancels the loan post expiry of cooling off period, then the Institute shall forthwith repay all amounts disbursed to the Institute including the other charges as specified in the table below:

|  |  |  |
| --- | --- | --- |
| Initiated by | Closure within the Cooling Period | Closure post-cooling Period |
| Student | Disbursal Amount + Proportionate APR | Principal O/S + APR from last EMI Paid + Preclosure Interest (specified below) + Penal Charges + Bounce Charges |
| Institute | Disbursal Amount +  Proportionate APR (Waived off for Cooling off period) | Principal O/S +  APR from last EMI Paid +  Preclosure Charges |

Note: The below-mentioned pointers shall be applicable for the customers/students.

1) Expiry of Cooling off Period until 6 months - “Lock-in Period” – Pre-closure charges are of 3% excluding GST and other applicable taxes.

2) Expiry of Lock-in Period – Pre-closure charges are 2% excluding GST and other applicable taxes

**For Eduvanz Financing Private Limited**

Name: - Raheel Shah

Designation: - Chief Business Officer

Signed for and on behalf of **ONE8 COMMUNE**  by:

Name: - null

Designation: - Finance Executive