



## CONSULTING AGREEMENT

dated 18 August 2023  
(Effective Date)

between

**AIMSENRICH Global Education Private Limited**

1st Cross Road, Peenya 1st Stage, Peenya  
Bengaluru, Karnataka 560058  
India

**(Client or AGEPL)**

and

**EHL Advisory Services Private Limited**

A-22, III Floor, Green Park Main, Aurobindo Marg,  
New Delhi 110016  
India

**(Consultant or EHL)**

(Client and EHL, the **Parties**)

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## PREAMBLE

- A. Client is AIMSENRICH Global Education Private Limited (**AGEPL**), founded in 2017 and established to provide an enriching platform and opportunities to aspiring individuals and empower them to achieve their dreams. AGEPL strives to create enriching experiences in the field of education through various initiatives in online education, study abroad opportunities, and culinary & hospitality courses in collaboration with global institutions and organizations.
- B. EHL Advisory Services Private Limited (**EHL**) is a subsidiary of EHL Advisory Services SA, Switzerland. EHL Advisory Services SA (**EHL SA**), a subsidiary of Ecole hôtelière de Lausanne/EHL Education Group, Switzerland (**EHL Group**), is EHL Group's training and consultancy branch that has been supporting innovation and excellence in the hospitality industry and education since 1976. With a team of leading subject experts, they develop applicable, innovative solutions that help businesses, institutions, and governments worldwide prepare for future excellence with a commitment to academic rigour, service culture and quality assurance.
- C. Client wishes to seek EHL's support in the upgradation of its training centre located in Bengaluru, India (**Training Centre**), to be able to deliver the Vocational Education and Training by Ecole hôtelière de Lausanne Programs (**VET by EHL Programs**) at the Training Centre.
- D. In this regard, under the provisions of this Agreement, EHL shall assist the Client by providing limited Consulting Services towards the development of the Training Center in order for the Client to be ready to deliver the VET by EHL Programs in association with the Confederation of Indian Industry (**CII**). CII is a VET by EHL partner duly licensed by EHL and is engaged in the delivery of the VET by EHL Programs in India.

This Agreement is an advisory services agreement between the Parties and is not a VET by EHL Licensing Agreement. The delivery of the VET by EHL Programs at the Training Centre shall be under a separate agreement to such extent which may be directly entered into between AGEPL and CII.

- E. Client wishes to use the services of EHL pursuant to the terms of this Agreement.



## 1. DEFINITIONS

- 1.1 Capitalized terms herein shall have the meaning given to them in **Appendix 1**.

## 2. SERVICES

- 2.1 **Principle** - Subject to Client's compliance with its obligations under this Consulting Agreement, including payment of the Fees, EHL shall provide Client with the Services specified in **Appendix 2 | Services**, as well as any other Services as may be agreed from time to time pursuant to a **Statement of Work** duly signed by the Parties.
- 2.2 **Diligence** - EHL shall use its best efforts to perform its obligations under this Agreement and render all Services in accordance with applicable professional practice, with the care and diligence required from a supplier of similar services. Client agrees that EHL shall only be bound by an obligation of means to supply any Services.
- 2.3 **Personnel** - EHL shall only assign its Personnel with the knowledge and technical skills to perform the Services satisfactorily and procure that its Personnel at all times is in material compliance with the terms of this Agreement.
- 2.4 **Subcontractors** - EHL may delegate the performance of Services to subcontractors and shall remain responsible for the Services performed by any such subcontractors in accordance with this Agreement.
- 2.5 **Instructions** - Each Party's Personnel will remain for the entire Term of this Agreement under that Party's exclusive control and supervision. Accordingly: (i) the Personnel of a Party will report to that Party only; (ii) such Party shall be exclusively responsible for instructing, supervising, and controlling its Personnel; and (iii) no Party shall give any instruction to the Personnel of the other Party directly.

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### 3. FEES AND EXPENSES

- 3.1 **Fee** - Client shall pay EHL a Fee as specified in **Appendix 3 | Fees & Invoice Schedule**. Services shall only be performed by EHL upon receipt of payment.
- 3.2 **Invoice** - EHL shall invoice the Client as per **Appendix 3 | Fees & Invoice Schedule**. The invoices shall only be issued/delivered to AGEPL digitally via email by the designated Relationship Manager of AGEPL.
- 3.3 **Invoicing address** - All invoices will be referred to the following address of the Client:
- AIMSEN RICH Global Education Private Limited**  
1st Cross Road, Peenya 1st Stage, Peenya  
Bengaluru, Karnataka 560058  
India
- 3.4 **Payments** - Payment of the EHL invoices shall be made within fifteen (15) days of receipt of the same by AGEPL, and the fees shall be paid by AGEPL via electronic funds transfer to the EHL bank account as indicated from time to time to AGEPL.
- 3.5 **Expenses** - Client shall reimburse EHL for all costs of EHL in connection with the performance of the Services. Reimbursement of expenses shall be made within fifteen (15) days of receipt by the Client of EHL's statement of expenses.
- 3.6 **Taxes** - All Fees quoted are subject to applicable statutory taxes in India, including but not limited to Indian Goods & Services Tax/GST. Local taxes or duties, if any, will be the sole responsibility of AGEPL.
- 3.7 **No Offset** - Client may not offset amounts owed by EHL to Client against any Fees due to EHL.



#### 4. OTHER CLIENT'S OBLIGATIONS

- 4.1 **Documents** - Client shall provide to EHL the documents and information stated in **Appendix 2** or any **Statement of Work** or as reasonably required by EHL for the proper performance of the Services.
- 4.2 **Relationship Manager** - AGEPL shall designate a Relationship Manager for all official interactions between AGEPL and EHL, through which all official correspondence between the Parties shall be routed.
- 4.3 **EHL Materials** - Client shall use any EHL Materials made available to it for its own business purposes, only to the extent required to procure from EHL the Services, with due care and strictly in accordance with EHL instructions. EHL Materials shall be deemed Confidential Information of EHL, protected pursuant to **Section 6**.
- 4.4 **Access** - If Services are to be performed via remote access, the Client shall make all the necessary network connections and access authorizations available to EHL at its own cost and expense. If Services are to be performed onsite, Client shall permit EHL reasonable access to the relevant site(s) and installations.
- 4.5 **Business Reputation** - Client shall refrain from performing any act, engaging in any conduct or course of action, collaborating with third parties, or making or publishing an adverse, untrue, or misleading statement which has or may reasonably have the effect of demeaning the name or business reputation of EHL or EHL Group or which could adversely affect (or may reasonably adversely affect) the best interests, economic, or otherwise, of EHL or the EHL Group.
- 4.6 **Reliance on Client** - Client acknowledges that EHL's performance under this Agreement depends on its proper and complete cooperation, compliance, and collaboration. Client shall actively cooperate with EHL and provide timely feedback, inputs, reviews, and any other evaluation as reasonably required by EHL. If the Client's failure to perform any of its responsibilities under this Agreement causes EHL to fail to perform its obligations under this Agreement, EHL's inability to perform such obligations shall be excused.

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**4.7 Marketing Materials** - AGEPL shall submit to EHL for approval:

- i. all advertising and marketing materials produced by or on behalf of AGEPL related to the Services and this Agreement, and/or which mention EHL, Ecole hôtelière de Lausanne, EHL Hospitality Business School, EHL Advisory Services, or any EHL Group entity (in whole or in any abbreviated form, with or without logo/artwork), and
- ii. refrain from using such materials in the market prior to and unless it received EHL's written approval (such approval not to be unreasonably withheld or withstood).

**5. INTELLECTUAL PROPERTY RIGHTS**

**5.1 Background IP** - As between the Parties, each Party shall be and remain the sole owner of all Intellectual Property Rights owned by it prior to the execution of this Agreement or later developed independently from the performance of this Agreement (**Background IP**).

**5.2 Right to use** - If and to the extent EHL needs to access and/or to use any Client's Background IP, Client hereby grants to EHL a non-exclusive, non-transferable, non-sublicensable and revocable license to access and/or use such Client's Background IP solely to perform the Services. Provided that EHL uses such resources only as permitted under this **Section 5.2**, Client shall fully indemnify EHL against any claims by the relevant third parties.

**5.3 Work Product** - Unless expressly stated otherwise in **Appendix 2 | Services** or a **Statement of Work**, EHL shall be and remain the sole and exclusive owner of all work products resulting from its performance of the Services (the **Work Product**), including Intellectual Property Rights therein. If an Appendix or the Statement of Work expressly provides for the assignment of ownership in any Work Product to Client, such assignment shall: (i) be effective from payment by Client of all Fees related to the creation thereof; (ii) be limited to Intellectual Property Rights that are specifically developed for Client to the exclusion of any EHL's Background IP embedded in or otherwise used in connection with such Work Product, as well as any EHL Materials; and (iii) not restrict EHL from providing services similar to the Services, using the methodologies,



strategies, ideas and other elements used to develop the Work Product, in any manner and for any purpose, including for the benefit of third parties.

## 6. CONFIDENTIALITY

**6.1** The terms and conditions of this Agreement and any information exchanged among the Parties (including their respective representatives or advisors) during the negotiation of the definitive agreements and/or pertaining to the business and the operation of EHL and/or the Services (all such information collectively Confidential Information) shall be kept strictly confidential. The Parties shall neither use in any form nor disclose to any third party (for EHL, outside of EHL Group) any **Confidential Information** unless explicitly authorized by this Agreement and only on a need-to-know basis. The Parties shall ensure that their employees, directors, and any other representatives, as well as the advisors of each Party to whom any such Confidential Information is entrusted, comply with these restrictions.

**6.2** Confidential information shall not include any information: **(i)** which, as of the time of its disclosure by a Party, was already lawfully in the possession of the receiving Party as evidenced by written records; **(ii)** which at the time of the disclosure was in the public domain; or **(iii)** the disclosure of which was previously explicitly authorized by the respective Party. For the sake of clarity, the Parties acknowledge that EHL is allowed to publish case studies, white papers, or other material (hereinafter collectively referred to as: "**Case Studies**") containing information (including methodology) that may result from the present provision of Services, to promote its experience with the Client (with the name and/or logo of the Client expressly mentioned); such case studies shall not be considered as confidential information.

**6.3** The nondisclosure obligation shall further not apply to any disclosure of Confidential Information required by law or regulations, provided that the disclosing Party shall use all reasonable efforts to arrange for the confidential treatment of the disclosed materials and information.

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## 7. PERSONAL DATA

**7.1** To the extent, the Client receives personal data from EHL or processes any personal data on behalf of EHL, the Client:

- i. Shall process the personal data solely for the purposes outlined in the present Agreement.
- ii. Shall have appropriate technical and organizational measures in place to protect the Personal Data against accidental or unlawful destruction, loss, alteration, and disclosure.
- iii. Shall limit access to personal data to only those employees who need it for the proper performance of the present Agreement and shall ensure that such employees are subject to appropriate confidentiality obligations.
- iv. Shall notify EHL, as soon as possible, of any violation of personal data that has occurred and affects the personal data transferred, disclosed, or made available by EHL.
- v. Shall return to EHL, at the end of the contractual relationship, the personal data disclosed by EHL, unless such data must be kept by the Client according to compulsory legal requirements.
- vi. Shall impose on Processors (if any) data protection terms that protect Personal Data to the same standard as required in the Applicable Data Protection Laws and Regulations.
- vii. Shall take appropriate measures related to transferring personal data abroad if personal data are transferred or processed in countries that don't ensure adequate protection according to the Applicable Data Protection Laws and Regulations.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1** Each Party represents and warrants to the other Party that:

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- i. It has the power to enter into this Agreement to exercise its rights and perform its obligations under this Agreement;
- ii. the obligations expressed to be assumed by it under this Agreement are, and after the commencement of this Agreement shall be, legal, valid, binding, and enforceable;
- iii. in exercising its rights and obligations under this Agreement, it shall comply with all applicable laws; and
- iv. all Services are provided AS IS and AS AVAILABLE. EHL expressly disclaims all warranties, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement of third-party rights. In particular, EHL neither represents nor warrants that the Services or Work Products will meet Client's requirements, that they will be uninterrupted or error-free, that any errors will be corrected, that it will ensure continued compatibility of any products, software and/or Services with any of its own or third party products, even if they were compatible at any given moment, that the Services will always be available and remain available unchanged or that certain subscription models for the products, software and/or Services available at any given moment will remain available for renewal at the end of the applicable subscription period.

## 9. LIABILITY AND INSURANCE

**9.1 Principle** - EHL's liability, whether in contract, tort, or any other theory of liability, shall be excluded to the maximum extent permitted under applicable law.

**9.2 Exclusions** - EHL further disclaims any liability for simple negligence as well as for any indirect damages or losses, whether foreseen or foreseeable, or whether it has been advised of the risk thereof, related to the loss of use, interruption of business, loss of actual or anticipated profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of assets or data, or any other indirect, incidental, exemplary, or consequential



damages or losses of any kind, regardless of the form of action, whether in contract, tort or otherwise.

**9.3 Cap** - In no event shall EHL's aggregate liability exceed the aggregate amounts paid by Client to EHL under this Agreement.

**9.4 Insurance** - Client will, at its own cost and expense, obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of at least A- (VII) or better, liability insurance to cover its obligations under this Agreement, including but not limited to (a) coverage for any infringement claims related to any content supplied by it in performing its obligations under this Agreement, (b) coverage for technology errors and omissions and privacy/network security. For all coverages maintained by Client, the policy territory must satisfy the jurisdictions where this Agreement is performed or any Services are rendered. Immediately upon EHL request, the Client will supply a Certificate of Insurance evidencing s policies, the limits maintained for each coverage, and the applicable insurance company(ies).

## 10. INDEMNIFICATION

**10.1** Client shall defend, hold harmless from, and indemnify EHL, its directors, officers, employees, and auxiliaries, from and against all liability, loss, cost, damage or expense, including reasonable attorney's fees, resulting from Client's breach of its obligations hereunder, including use of the EHL Materials other than as permitted hereunder.

**10.2** In case of any claims or proceedings made against EHL, its directors, officers, employees, or auxiliaries, EHL shall (i) inform Client without undue delay; and (ii) allow Client, at its own expense, to assist EHL in the defence and settlement of such claims or proceedings with a counsel of its choosing, if and as permitted under applicable procedural rules.

## 11. TERM AND TERMINATION

**11.1 Term** - This Agreement is entered into as of the Effective Date of signing the Agreement and shall end on **30 July 2028**. Upon the conclusion of this Term, the Parties shall engage in mutual discussions to consider the renewal of this Agreement for an additional successive term of circa five





(05) years. The particular services to be rendered under the renewed Agreement shall be subject to mutual Agreement and consent of the Parties.

**11.2 Ordinary Termination** - The Parties may terminate the Agreement by mutual consent at any time, on giving not less than three (03) months prior written notice to that effect, provided that the terminating Party shall indemnify the non-terminating Party against any damages incurred by the latter as a consequence of untimely termination (reliance interest). Furthermore, if the Parties have specified any Work Products in the Agreement which have not yet been accepted, Client shall fully indemnify EHL (performance interest) if it terminates the Agreement before the completion of such Work Products.

**11.3 Extraordinary Termination** - This Agreement and any Statement of Work may be terminated:

- i. At any time, in case of a material breach by a Party that is not cured within thirty (30) Business Days (or is not capable of cure), by written notice with immediate effect by the non-breaching Party. Any non or underpayment by Client of the Fees and any breach by Client of the licenses granted hereunder, or any breach by Client of Sections 4.5 or 8, shall in particular, be deemed a material breach of this Agreement; or
- ii. at any time, by written notice with immediate effect to the other Party, if (i) any proceeding is commenced or any petition is filed seeking dissolution, liquidation, reorganization or other relief under any domestic or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect in respect of the other Party; or (ii) a receiver, trustee, custodian, conservator or similar official is appointed for the other Party, and such proceeding or petition is not solved within ninety (90) Business Days after its commencement or filing; or
- iii. at any time with immediate effect, by written notice from EHL to AGEPL upon the termination of the agreement between CII and AGEPL towards the delivery of VET by EHL Programs at the Training Centre.



iv. in accordance with, and subject to, **Section 12**

**11.4 Survival** - All terms which are expressed or intended to survive and any provisions of the Agreement necessary for its interpretation or enforcement will continue to apply regardless of the reason for termination or expiry of the Agreement.

## **12. FORCE MAJEURE**

**12.1** If a Force Majeure Event occurs which prevents, hinders, or delays the Party affected by it (**Affected Party**) from performing any of its obligations (other than an obligation to pay) under this Agreement to the other Party (**Other Party**). In that case, the Affected Party will not be liable to the Other Party and will be released from its obligations under this Agreement to the extent that its ability to perform such obligations has been directly affected by the Force Majeure Event, provided that:

- i. the Affected Party notifies the Other Party in writing as soon as practicable of the occurrence of the Force Majeure Event and the nature and likely duration of its impact upon the ability of the Affected Party to perform its obligations; and
- ii. the Affected Party takes all reasonable steps to mitigate and limit the effects of the Force Majeure Event; and
- iii. the Affected Party continues to perform all its obligations which have not been affected by the Force Majeure Event.

**12.2** The Affected Party must resume normal performance of all affected obligations as soon as practicable after the Force Majeure Event ceases to have an impact and must notify the Other Party in writing promptly of such resumption.

**12.3** If the impact of the Force Majeure Event upon the Affected Party continues for a period of more than thirty **(30)** Business Days, the Other Party may terminate this Agreement or the affected Statement of Work with an immediate effect by notice in writing to the Affected Party, in respect of those obligations which have been affected by the Force Majeure Event without liability to the Affected Party.



**12.4** In respect of the period during which any Force Majeure Event continues, the Other Party will not be required to pay to the Affected Party fees or charges or any other remuneration of any kind relating to services or actions or steps whose performance is rendered impossible by the Force Majeure Event. In respect of those services or activities, or measures which are affected by the Force Majeure Event but whose performance is not rendered impossible, the Other Party will be required to pay fees or charges or remuneration of any kind in an amount which reasonably reflects the extent and the standard to which those services or actions or steps were provided during such period.

### 13. MISCELLANEOUS

**13.1 Notices** - All notices and other communications made or to be made under this Agreement shall be given in writing by email, fax or courier to the respective addresses written on the first page of this Agreement.

Any notice given hereunder shall be given before the expiry of a term or deadline outlined in this Agreement or by applicable law. All notices shall be effective only if received by the Party to whom it is addressed.

**13.2 Amendment** - This Agreement may not be amended except by an instrument in writing signed by the Parties. Notwithstanding the above, the Parties acknowledge that EHL may update the price for its Services upon any renewal term of this Agreement with a three (03) months prior notice, to the extent any possible increase does not exceed ten (10%) compared to the then-current price.

**13.3 Announcement** - No public statement related to this Agreement shall be made without EHL's written consent.

**13.4 Benefit and Waiver** - This Agreement is binding upon and shall inure to the benefit of the Parties, their representatives, successors and permitted assigns and shall not be deemed to create any rights in any other person or entity. No failure or successive failures on the part of the Parties to enforce any provisions of this Agreement, and no waiver or successive waivers on either Party's part of any condition of this Agreement, shall operate as a discharge of such provision or condition, or render the same





invalid, or impair the right of such Party to enforce the same in the event of any subsequent breach or breaches by the other Parties.

Any waiver of any right, power or remedy under this Agreement shall be in writing and may be given subject to such conditions as the grantor may, in its absolute discretion, decide. Any such waiver (unless otherwise specified) shall only be a waiver in the particular instance and for the specific purpose for which it was given.

**13.5 Electronic Form** - The words "execution", "signature", and similar words in this Agreement shall be deemed to include unqualified electronic signatures (e.g., DocuSign or any equivalent e- signature provider), which shall be of the same legal effect, validity, or enforceability as a manually executed signature; In contrast, the term "in writing" shall include email or electronic communications.

**13.6 Entire Agreement** - The Parties agree that this Agreement (including its Appendices and any Statement of Work) sets forth the entire Agreement and understanding of the Parties as to the subject matter hereof and supersedes any and all prior written and oral agreements, understandings, promises or offers, including without limitation any term sheet or letter of intent which preceded its drafting. The Parties acknowledge that invoices, purchase orders or other mechanisms for administering any payment or other obligation set forth herein shall not contain terms and conditions separate from, in addition to, or conflict with this Agreement and that any such terms, if present, shall be void and without effect, and shall not be enforceable by any Party.

**13.7 Further Action** - Each Party shall execute and cause to be delivered to each other Party such instruments and other documents and shall take such other actions as such other Party may reasonably request to carry out or evidence any of the transactions contemplated by this Agreement.

**13.8 Headings; Construction and Interpretation** - The Sections and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The singular shall include the plural and vice versa. "Including" shall mean "including but not limited to". All references to any agreement (including this Agreement), contract or law is to the





Agreement, contract or law as amended, modified, supplemented, or replaced from time to time.

**13.9 Hierarchy** - In the event of any conflict among the attachments to this Agreement and this main body, the following order of precedence will govern, with lower numbers governing over higher ones: (i) this main body of this Agreement; (ii) Appendices to this Agreement; (iii) any Statement of Work, with more recent Statements of Work taking precedence over later ones.

No Statement of Work or other attachment incorporated into this Agreement after execution of this main body will be construed to amend this main body or any earlier attachment (subject to the preceding sentence's order of precedence) unless it specifically states its intent to do so and cites the section or sections amended.

**13.10 Independent Contractors** - Each Party shall act as an independent contractor and shall not be construed for any purpose as the agent, employee, or representative of any other Party. Accordingly, the employee(s) of one Party shall not be considered employee(s) of the other Party, and no Party shall enter into any contract with a third party which purports to obligate or bind the other Party.

The obligations of the Parties are contractual in nature, and the Parties agree that they do not form, and this Agreement shall not be deemed to constitute, a simple partnership pursuant to Art—530 et seq. of the Swiss Code of Obligations (SCO).

**13.11 Severability** - If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

**13.12 Assignment** - No Party may assign or transfer, in whole or in part, or delegate all or any portion of its respective rights or obligations under this Agreement without the prior written consent of the other Party (except



with regard to EHL to any of its Affiliates). Any assignment, transfer or delegation made without such consent shall be null and void.

**13.13 Non-Use of Names** - No Party shall use the other Party's name, logo, likeness, trademarks, image, or other Intellectual Property Rights for publicity, advertising, marketing, or endorsement without the specific prior written consent of the other Party as to each such use. Notwithstanding the preceding sentence, EHL may refer to Client as a customer of EHL for the services, and Client grants EHL a limited license to use its name, logos, and trademarks to refer to it within the frame of its marketing and promotional activities. The present clause shall not be construed as limiting other possible uses of the Client's name, logo, or trademark under this Agreement.

#### **14. GOVERNING LAW, MEDIATION AND ARBITRATION**

**14.1 Governing Law** - This Agreement and any non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian substantive laws.

**14.2 Mandatory Mediation and Litigation** - Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be first submitted to mediation in accordance with the Indian laws on mediation in force on the date when the request for mediation was submitted in accordance with these Rules. The seat of the mediation shall be Mumbai; the mediation shall be conducted in English.

If such dispute, controversy, or claim has not been fully resolved by mediation within sixty (60) days from the date when the mediator(s) has (have) been confirmed or appointed shall be exclusively settled by the competent Courts of Mumbai, Maharashtra, India.

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The Parties have signed this Agreement on the Effective Date mentioned above.

**AIMSENRICH Global Education Private Limited**

**Meka Priyanandan Reddy**

Director

Location: Bangalor

**EHL Advisory Services Pvt Ltd**



**Aman Aditya Sachdev**

Director and Regional Head:

Location : Gurgaon, India



**Kanav Mata**

Senior Consultant

Location Gurgaon, India



## APPENDIX 1 | DEFINITIONS

<b>Affiliate</b>	means any entity, regardless of its legal form, controlling, controlled by or under joint control with a Party directly or indirectly; the term "control" means the economic ownership of at least fifty percent (50%) of the voting rights or capital of the entity concerned, or the power to direct the management and business policy of the entity concerned.
<b>Appendix</b>	means any appendices to this Agreement.
<b>Agreement</b>	means this Consulting Agreement, including any exhibits or appendices hereto, as amended occasionally pursuant to its terms.
<b>Background IP</b>	has the meaning set forth in Section 5.1.
<b>Business Days</b>	means any day on which the banks in Bengaluru, India is open for the transacting of normal banking business but excluding weekends and official holidays in Bengaluru, India
<b>Certificate</b>	EHL shall award a certificate of completion to all Learner's basis for completing a Short Course.
<b>Confidential Information</b>	has the meaning set forth in Section 6.1.
<b>Data Protection Laws and Regulations</b>	means all applicable laws which govern the use of data relating to identified or identifiable persons – including, but not limited to: (i) the EU General Data Protection Regulation (GDPR), including any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by Member States of the European Economic Area (EEA) pursuant to specific rights or powers contained within the GDPR, together with any replacement legislation or any equivalent legislation of any other applicable jurisdiction and all other applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data and privacy; (ii) the Swiss Data Protection Act (SDPA) and other Swiss or Cantonal legislations or ordinances; and (iii) any other foreign or domestic laws to the extent that they are applicable to a Party or the data processed in the course of its performance of the Agreement – all as amended or replaced from time to time.
<b>EHL Group</b>	means EHL and any of its Affiliates.



<b>EHL Materials</b>	means any materials and content provided by EHL to Client in connection with the Services which is not created exclusively for Client, including all documents and tools of marketing, publications, photographs, newspapers, visual media, website presence or whatever means of communication or media possible that mention EHL or Ecole hôtelière de Lausanne, EHL Hospitality Business school orl EHL Group and its Affiliates in whole or any abbreviated form, with or without logo/artwork.
<b>Fees</b>	means any sum(s) payable by Client to EHL in respect of the Services as set out in this Consulting Agreement, an Appendix and/or any Statement of Work.
<b>Force Majeure</b>	means circumstances affecting one Party and objectively preventing it from fulfilling its contractual obligations, such as natural disasters of a particular intensity, war, epidemics, pandemics, riots, strikes or breakdowns in the electric or telecommunication networks.
<b>Term Intellectual Property</b>	has the meaning set forth in Section 11.1. means names, trade and business names, domain names, designs and patents of invention, semiconductor topography rights, know-how, confidentiality and business secrets, and rights in the nature of unfair competition right, and all other intellectual property or similar proprietary rights of whatever nature (including, without limitation, applications to register or rights to apply for registration), registered or unregistered.
<b>Learner</b>	means individuals enrolled in the VET by EHL Programs
<b>Personal Data</b>	means any personal data (including sensitive personal data) as defined in any applicable Data Protection Laws and Regulations.
<b>Personnel</b>	means the employees, officers, directors, agents, consultants, other contractors, and subcontractors of a Party.
<b>Services</b>	means the services to be provided by EHL in accordance with the terms of this Consulting Agreement and the applicable Statement of Work.
<b>Trainer</b>	means identified participants of the Client who have been certified by EHL for the onward delivery of the Short Course to the Learners.



**Training Center** means the Consultant approves the Clients facility for the delivery of the VET by EHL Programs

**Work Product** has the meaning set forth in **Section 5.3**.

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## APPENDIX 2 | SERVICES

The Consulting Agreement encompasses the mandatory Services and activities that EHL shall provide to assist AGEPL in successfully establishing a VET by EHL Learning Centre.

Phase 1: Pre-Opening Phase			
S. No	Services	Activities	Reimbursable
1	Infrastructure Design and Review	EHL shall provide remote support for implementing VET by EHL Program Standards on infrastructure. EHL shall review and provide feedback on interior design/floor plans [max. <b>two</b> times] EHL shall guide the Client on the furniture, fixture, and equipment (FF&E) requirements for the Training Center	N. A
2	Recruitment Support	EHL shall provide the Client with job descriptions of key Management and Faculty members. EHL shall review and provide feedback on the Training Center's Organization Chart EHL shall provide feedback on key Job Posts [max. <b>two</b> times] EHL shall review and provide feedback on CVs of key positions (Management & Faculty ( <b>max. two times</b> ))	N. A
3	Marketing and Branding Support	EHL shall share the EHL and VET by EHL Program Brand and Marketing Guidelines with the Client for implementation. EHL shall review and provide feedback on the Client's Marketing Plan EHL shall review and provide input on & Marketing Collaterals, Social Media Posts, and the website prepared by the Client ( <b>max. two times</b> )	N. A
4	Train the Trainer Program (TTT Program)	EHL shall conduct a 5-day onsite training program for management and trainers. Trainers must successfully complete the TTT Program to be able to deliver VET by EHL Programs. The batch size for the TTT Program is a maximum of 15 participants per training. The TTT Program must be completed before the commencement of the 1st Batch.	<b>Flight:</b> Return Flight Ticket for EHL expert. <b>Accommodation:</b> 6 Room Nights



5	<b>Initial Audit</b>	<p>EHL shall conduct the Initial Audit of the Training Center to validate implementing the standards required to deliver the VET by EHL Programs. The Audit must be completed before the commencement of the 1st Batch.</p> <p>Following completion of the Initial Audit, EHL shall prepare the Initial Audit Report, either verifying compliance or detailing non-conformances and the steps the Client must take to comply with the applicable requirements.</p> <p>If EHL has concerns about the implementation of the standards by the Client outlined in the Report, EHL reserves the right to perform a follow-up Audit to ensure compliance.</p> <p>These follow-up audits will be charged to the Client under the same terms as the Initial Audit</p>	<p><b>Flight:</b> Return Flight Ticket for EHL expert</p> <p><b>Accommodation:</b> 2 Room Nights</p>
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Phase 2: Ongoing Support			
1	<b>Annual Quality Audits</b>	<p>Once the VET by EHL Centre is operational, EHL shall conduct the Annual Quality Audit of the Training Center to validate VET by EHL Program academic and operational standards and assess the quality of education, facility upkeep, and management and faculty performance.</p> <p>EHL shall conduct the Annual Quality Audit onsite over two (2) days.</p> <p>The first Annual Quality Audit shall occur within 360 calendar days of the Training Center's opening (to deliver the VET by EHL Programs under its arrangement with CII).</p> <p>If EHL has concerns about implementing the standards by the Client outlined in the Report, EHL reserves the right to perform a follow-up Audit to ensure compliance.</p> <p>These follow-up audits will be charged to the Client under the same terms as the Initial Audit</p>	<p><b>Flight:</b> Return Flight Ticket for EHL expert.</p> <p><b>Accommodation:</b> 2-3 Room Nights</p>
2	<b>Train the Trainer Program</b> (as and when delivered upon request from AGEPL)	<p>EHL shall conduct a 5-day onsite training program for client personnel</p> <p>The batch size for the TTT Program is a maximum of 15 participants per training.</p>	<p><b>Flight:</b> Return Flight Ticket for EHL expert.</p> <p><b>Accommodation:</b> 6 Room Nights</p>