



MANGALMAY INSTITUTE OF MANAGEMENT & TECHNOLOGY
AN INSTITUTION OF MANGALMAY FOUNDATION TRUST

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SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into as of this 28th day of Dec, 2023 (the "Effective Date") at Gurgaon

BY AND BETWEEN

GIRNARSOFT AUTOMOBILES PRIVATE LIMITED, a Service Provider incorporated under the Companies Act, 1956 and having its Registered at 21 Girnar, Dharam Singh Circle, Govind Marg, Moti Doongri Road, Jaipur, Rajasthan, India – 302004 (hereinafter called "**GAPL/ GAPL (Crack-ED)**"), and on behalf of GAPL, the Crack-ED team which expression shall, unless the context admits otherwise, include its representatives, executors, administrators, representatives' successors in interest and permitted assigns) of the one part.

AND

Mangalmay Institute of Management & Technology, Greater Noida, an educational institute having its registered office at Plot No. 8 & p, Knowledge Park - II, Greater Noida hereinafter referred to as "**Client**" and which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) OF THE OTHER PART.

(The Company and the Service Provider are hereinafter referred to in this Agreement individually as a "**Party**" and collectively as "**Parties**" wherever context so admits)

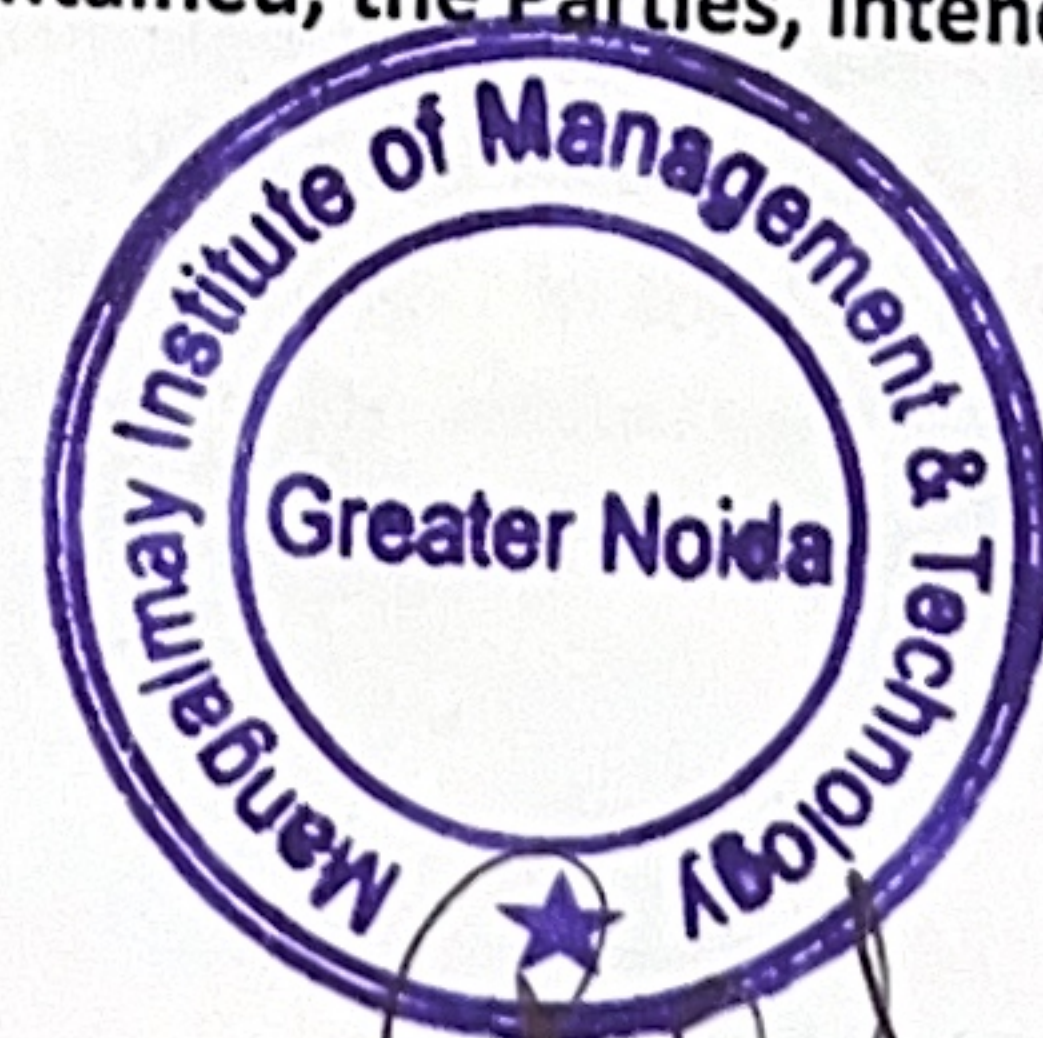
WHEREAS:

- A. GAPL along with its affiliates, parent, subsidiary companies is engaged in the business of providing skill development programs or modules under its platform namely Crack-ED.
- B. The Client is a College/ educational institution Mangalmay Institute of Management & Technology
- C. Parties are desirous of entering into this Agreement to regulate their rights and obligations in respect of the information so disclosed by GSPL on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. Definitions and interpretation:

1.1. Definition:



- (a) "Students" shall mean and include students of the Client for whom Client has enrolled with GAPL (Crack-ED) to avail GAPL's virtual and /or offline interview preparation program.
- (b) "Program" shall mean and include the Program organized and created by GAPL which aims to equip the students with essential skills and modules required to excel in interviews.

1.2. Principles of Interpretation

- (a) In this Agreement, unless the context clearly indicates a contrary intention:
- (i) headings are inserted for convenience and shall not be used in its interpretation;
 - (ii) a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders and the singular shall include the plural (and vice versa);
 - (iii) references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";
 - (iv) recitals, schedules, appendices and exhibits and annexures, if any, to this Agreement shall be deemed to be incorporated in, and form an integral part of, this Agreement;
 - (v) reference to any clause or schedule shall be a reference to a Clause or Schedule of this Agreement;
 - (vi) reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this Agreement in its entirety;
 - (vii) reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced; and
 - (viii) reference to days, months or years are to Gregorian days, months and calendar years respectively.

2. SCOPE OF SERVICES

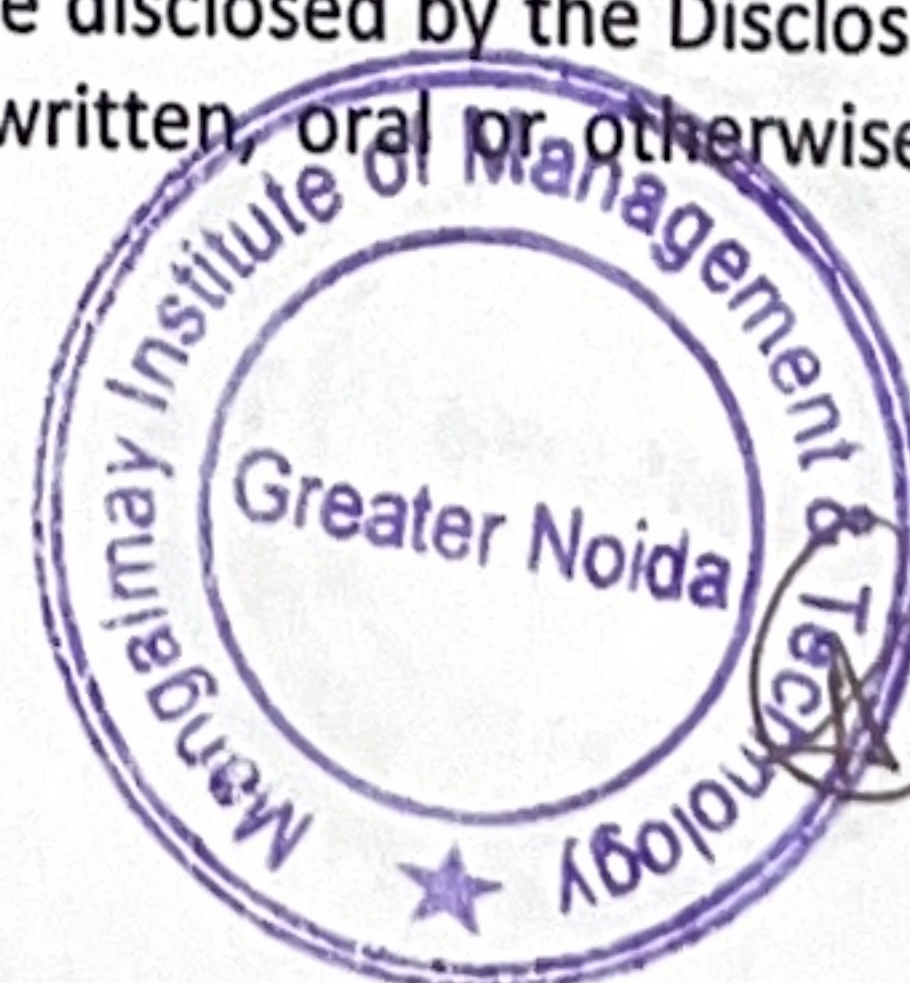
- 2.1 During the term and subject to the terms and conditions of this Agreement including the fulfilment of the payment obligation, GAPL undertakes to provide the Services as more specifically detailed out in Annexure I (referred to as "Services").
- 2.2 The Parties acknowledge and agree that GAPL shall provide the Services to the Client/ or its Students for their guidance and shall no where be considered/ held responsible for ensuring guaranteed placement to the Student. The deliverable under this Agreement doesn't offers guarantee of any result or outcome.
- 2.3. Neither Client nor its Students shall hold GAPL responsible for any action undertaken by GAPL in good faith.
- 2.4. The Parties undertake that there is no parameter for judging the quality of services provided under this Agreement. Nor Client nor its Students hold GAPL responsible for quality of Service, end result anticipated by virtue of availing the service.

3. FEES AND INVOICES

- 3.1. The terms of payment, taxes and invoicing in respect to the scope of this Agreement including the Services rendered by the GAPL is set out in Annexure II to this Agreement.
- 3.2. All prices quoted are exclusive of taxes.

4. CONFIDENTIALITY

- 4.2 For the purpose of this Agreement, the Party disclosing Confidential Information shall be referred to as the "Disclosing Party" and the Party receiving Confidential Information shall be referred to as the "Receiving Party". The term "Confidential Information" as used herein shall mean any and all information and material that may be disclosed by the Disclosing Party to the Receiving Party in the course of this Agreement in written, oral or otherwise tangible form



- whether clearly marked "Confidential" or "Proprietary" or not.
- 4.3 Confidential Information shall not be used by the Receiving Party other than for the purposes under this Agreement for which the Confidential Information was disclosed. The Receiving Party shall protect such Confidential Information from disclosure to third parties and hold it as confidential using the same degree of care as it uses to protect its own confidential or proprietary material of like importance. The confidentiality obligations specified in this Agreement shall survive the termination or expiration of this Agreement.
- The confidentiality obligations specified in this Agreement shall not apply to any Confidential Information which:
- (a) is generally available to the public;
 - (b) is in the Receiving Party's possession prior to receiving it;
 - (c) is lawfully disclosed to the Receiving Party by a third party who to the best of Receiving Party's knowledge does not bear a confidentiality obligation to the other party; and
 - (d) was independently developed by the Receiving Party without use of the Confidential Information.
- 4.4. The Receiving Party shall (i) promptly notify the Disclosing Party to the extent lawful and practical to enable the Disclosing Party to protect its Confidential Information, (ii) at the request and sole expense of the Disclosing Party, cooperate reasonably with the Disclosing Party's efforts to contest or limit the scope of the order or directive and (iii) limit any disclosure to the minimum that is necessary to comply with the regulation, order or directive.
- 4.5. Receiving Party acknowledges that violation of the obligations under this Clause 4 would cause irreparable harm and may not be adequately compensated by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions. The confidentiality obligations shall survive for 3 (three) years from termination or expiration of this Agreement.

5. **Representation and warranties:**

- 5.1 Each Party hereby represents and warrants to the other Party that:
- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its establishment or incorporation and has the corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
 - b. It has read the contents of the Agreement and willingly entered into this Agreement with an intent to avail the Program organized and created by GAPL which aims to equip the students of the Client with essential skills and modules required to excel in interviews
 - c. All corporate actions, permissions, approvals on the part of its officers and directors necessary for the authorization, execution and delivery of this Agreement and for the performance of all its obligations hereunder have been taken.
 - d. This Agreement constitutes valid, legally binding and enforceable obligations of such Party and shall be enforceable against it in accordance with its terms.
 - e. Each Party shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.



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6. Limitation of Liability

6.2 IN NO EVENT WILL GAPL BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GAPL UNDER THE AGREEMENT FOR SERVICES WHICH GAVE RISE TO SUCH DAMAGES DURING THE 1 (ONE) MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

6.3 IN NO EVENT WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING HEREUNDER EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

7. INDEMNITY

7.2 Notwithstanding anything to the contrary contained herein, the Client shall indemnify and hold harmless the GAPL, its parents, subsidiary, associate, affiliates, along with their respective Directors officers, and employees from and against all claims, demands, actions, suits, costs, damages and proceedings, whatsoever that may be brought or made against by or on behalf of any student, person, body, authority whomsoever and whatsoever arising out of any non-compliance of law by client, third party claims by virtue of provision of service, infringement of confidentiality clause by the Client pursuant to this Agreement.

8. TERM AND TERMINATION

8.1 This Agreement shall commence from the Effective Date and shall continue to be in force for a period of 1 (one) year until ("Term") unless terminated earlier by Party by providing a (30) Thirty days prior notice in writing to the other Party. However, the Services under this Agreement shall be rendered for a period of one (1) academic year, starting from the date of commencement as agreed in the Agreement.

8.2. Upon expiry of the Term, the Parties shall mutually agree to renew this Agreement for a further term upon same or such terms and conditions as may acceptable to Parties and duly documented in writing.

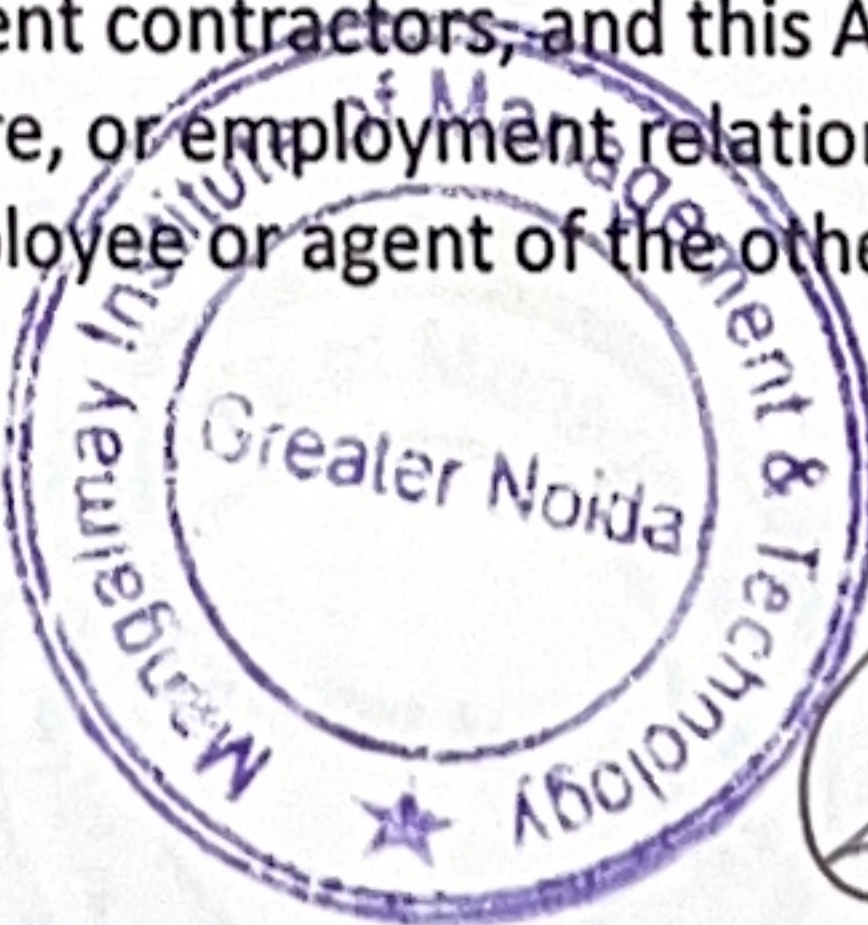
8.3. Further, termination shall not relieve Client with an obligation to pay for the Services being availed during the Term of this Agreement.

9. MISCELLANEOUS

9.2 Independent Contractors

The Parties are entering this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into


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any agreement or legally binding commitment or statement on the other's behalf or in the other's name.

Dispute Resolution

Any other dispute or difference arising out of or in connection with this Agreement, which cannot be amicably settled within 15 (Fifteen) days, shall be referred at the request in writing of either Party to binding arbitration by 1 (one) arbitrator to be appointed by mutual consent of the Parties. The proceedings of arbitration shall be confidential and language of arbitration shall be English and the venue of arbitration shall be New Delhi, India. Applicable procedural and substantive law to the arbitration proceeding shall be laws of India. The award of arbitrator shall be final and binding upon the Parties. During the pendency of the arbitration proceedings or any judicial proceedings, GAPL shall have the right, to be exercised in its sole discretion, to suspend rendering Services to the Company.

9.3. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India, excluding the reference to conflict of laws principles and subject to the provisions of Clause 9.4 courts of New Delhi, India shall have exclusive jurisdiction for matters pertaining to this Agreement.

9.4. Force Majeure

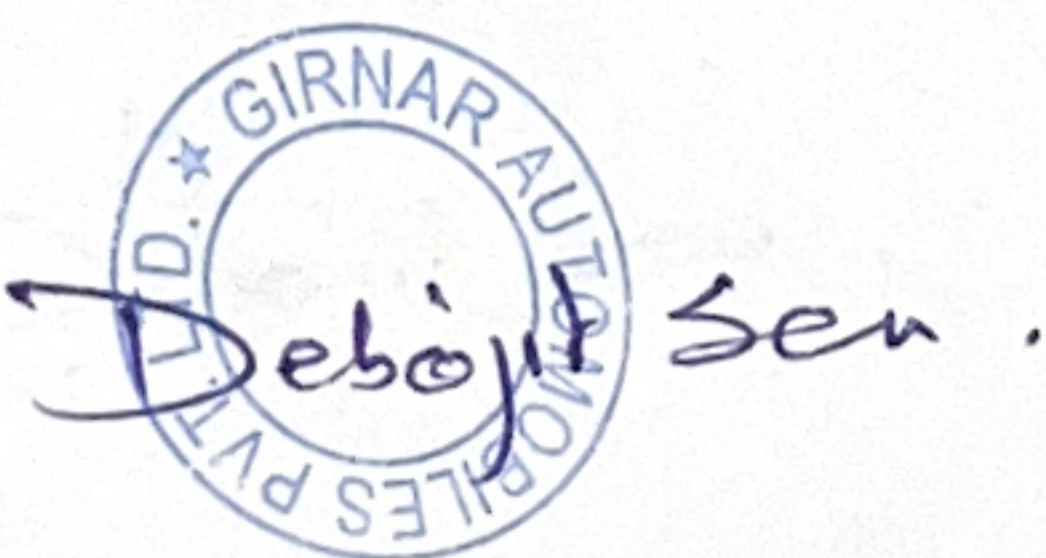
Neither Party shall be considered in breach of this Agreement or in default of its obligations hereunder if it fails to perform or observe any or all of the terms of this Agreement by reason of force majeure event which shall include but not be limited to, acts of God, Civil or military authority, acts of the public enemy, threat of war, declared war, undeclared war, war riots, actual or threatened terrorist activity, acts of terrorism, terrorism, hostilities civil disturbances, insurrections, industrial dispute, strikes, accidents, explosions, fires, earthquakes, volcanic ashes, floods, transportation embargoes, epidemics, diseases. Provided further that if a Party's performance is delayed for a period of more than thirty (30) days by reason of any force majeure event, then the other Party may at its option, by written notice to the affected Party provides the other Party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; and provided further that if a Party's performance is delayed for a period of more than thirty (30) days by reason of any force majeure event, then the other Party may at its option, give written notice to the affected Party, either to: (a) terminate this Agreement; or (b) extend the Term of this Agreement for a number of days equal to the duration of the affected Party's non-performance.

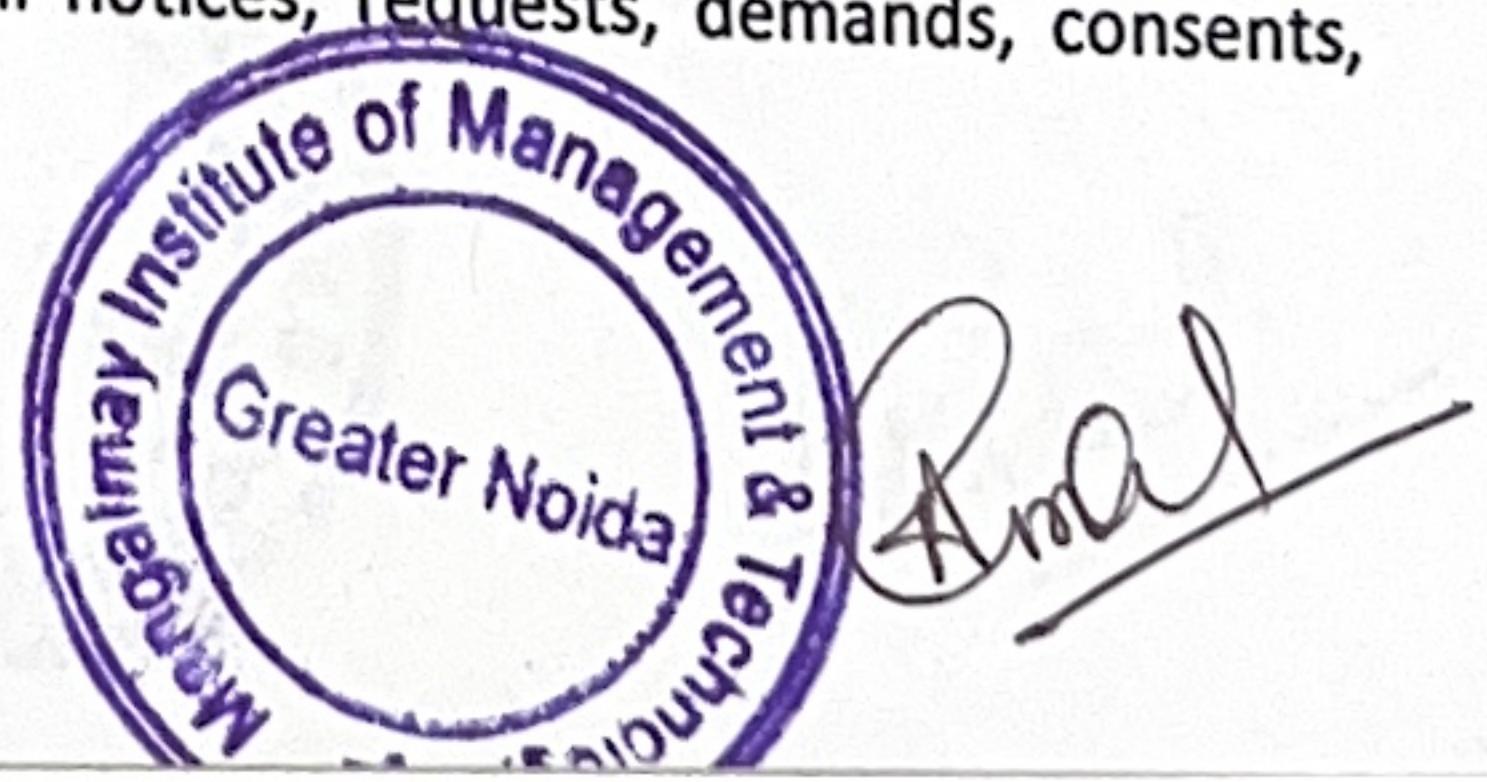
9.5. Severability

If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of any such provision in any other jurisdiction.

9.6. Notice

Unless otherwise agreed by the Parties in writing, all notices, requests, demands, consents,


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waivers or other communications required to be given by either Party to the other Party pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when hand delivered by messenger or a courier or sent by registered post or speed post (to be subsequently confirmed by a registered letter or by hand delivery) or by e-mail to the other Party at the following address:

If to GAPL

Kind Attention: Legal Department
Address: Plot 49, Sector-44, Gurgaon-122003, Haryana,
India Email: legal@girnarsoft.com

If to Company:

Kind Attention:

Address:

Phone No.:

Email:

or to such other address as either Party may from time to time designate by written notice to the other.

All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by messenger or courier or by registered letter, it shall be deemed to have been received on the third day after the day of dispatch (if not actually received earlier) or if such notice is sent through e-mail such notice shall be effective only upon specific acknowledgement of receipt of such notice by the recipient and shall become accordingly effective.

9.7. Assignment

No rights, liabilities or obligations under this Agreement shall be assigned by Company without the prior written consent of the GirnarSoft. GirnarSoft may assign its rights, interest or obligation under this Agreement to its affiliates and successors in interest upon written notice of any such assignment to the Company.

9.8. Amendment

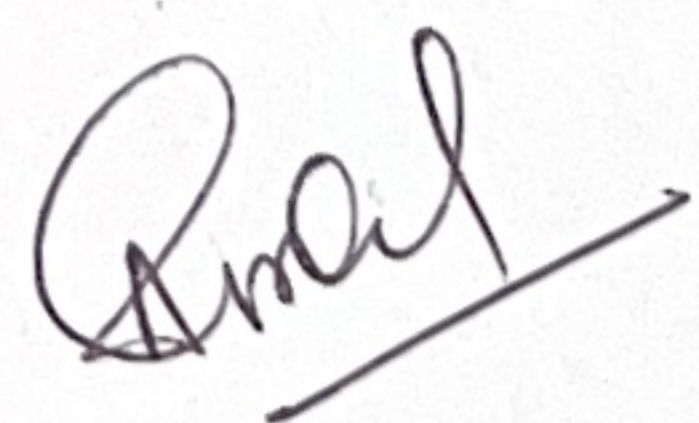
This Agreement shall not be varied, amended or modified by any of the Parties in any manner whatsoever unless such variation, amendment or modification is mutually discussed and agreed to in writing and duly executed by both the Parties.

9.9. Entire Agreement

This Agreement (including all Attachments hereto, and all documents incorporated herein by reference): (a) represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any proposals, representations previous or contemporaneous oral or written agreements and any other communications between the Parties regarding such subject matter; and (b) may be amended or modified only by a written instrument signed by a duly authorized representative of each Party.





9.10. No Third Party Beneficiary

The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereof, and their respective successors and permitted assigns, and it is not the intention of the Parties to confer Third Party beneficiary rights upon any other Person.

9.11. Counterparts

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

IN WITNESS WHEREOF the Parties have caused this Agreement/Agreement to be executed by their duly authorized representatives on the date and year written first hereinabove at, in presence of following witnesses:

Acknowledged and Accepted:

For and on behalf of

GIRNARSOFT AUTOMOBILES PRIVATE LIMITED

Debojit Sen

Debojit Sen
Co-Founder
Crack-ED



Acknowledged and Accepted:

For and on behalf of

Mangalmay Institute of Management & Technology

Aayush Mangal

Aayush Mangal
Vice Chairman



Annexure A

Scope of Services:

1. GAPL (Crack-ED) provides regular training on the modules attached & placement drives, **minimum one (1) drive every quarter**. The program aims to equip the students with essential skills and modules required to excel in interviews successfully. Client agrees to cooperate with Crack-ED in facilitating the enrolment process and promoting the program among its students.
2. GAPL (Crack-ED) will provide its offline interview preparation program to the students of the client. The program will include comprehensive modules covering various aspects of interview preparation, such as **resume building, mock interviews, group discussions, communication skills, problem-solving exercises, and confidence-building techniques**.
3. The virtual/offline interview preparation program will be conducted over a period of **one academic year**, starting from the date of commencement as agreed in the agreement. During this duration, GAPL (Crack-ED) will provide the necessary support to help the enrolled students develop and enhance their interview skills and overall employability.
4. GAPL (Crack-ED) will also provide **placement assistance to all the passed-out students**
5. Client will facilitate the enrolment of interested students in the virtual/offline interview preparation program. GAPL (Crack-ED) will admit these students and provide them with access to the program resources.
6. GAPL (Crack-ED) will assign experienced trainers to support the enrolled students throughout the program. The trainers will conduct offline interactive sessions, provide feedback on mock interviews, and address any queries related to the program.
7. GAPL (Crack-ED) will provide regular progress reports and updates to the client, progress of enrolled students, their participation, and performance in the program.
8. Students who successfully complete the interview preparation program will be awarded a **certificate from Crack-ED to acknowledge their achievement**.
9. GAPL (Crack-ED) will also provide **Internship opportunities** for all the eligible students during an academic session.
10. Client will be eligible for special discount on future Mega Crack-ED events (Celebrity Leadership event in Metro cities)



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Annexure B

Payment Term

The client agrees to make the payments to GAPL (Crack-ED) as per the following schedule:

GAPL shall charge INR 45000/- per batch (upto 50 students) = INR 4,50,000/- for 10 Batches
Six batches of fifty (50) each where Two batches to start with = INR 2,70,000/-
and Ten batches of 50 students each depending on the outcome of initial batches till October '24

Payment Term	Amount
At the time of Agreement	INR 20,000/-
After 30 days of start of session	INR 35,000/-
After 60 days of start of session	INR 35,000/-

*The above same will follow in the upcoming batches

- In the event that the client decides to make the full payment of the total program fee in one installment, GAPL (Crack-ED) shall offer a 5% discount on the total amount payable.
- In the event that the client decides to terminate the agreement before the completion of the program, any program fee paid by the client shall be non-refundable. The client acknowledges and agrees that once the program fee is paid to GAPL (Crack-ED), it is non-transferable and non-refundable, in any case whatsoever.

Modules
Communication Skills
Basic Excel
Body Language and Grooming
Tonality
Resume Writing
Mastering LinkedIn
SWOT Analysis
Email Writing
Elevator Pitch
Numerical Ability
Functional Knowledge



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