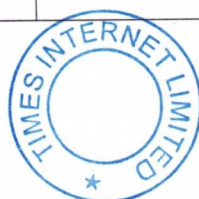


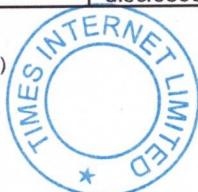
		<p>MANGALMAY INSTITUTE OF MANAGEMENT & TECHNOLOGY an education institute having its registered office at Plot No. 8 & 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201306 (hereinafter referred to as “Institute/MIMT”)</p> <p>TIL and Institute are herein referred to individually as “Party” and collectively as “Parties”</p>
2	OBJECTIVE	This Agreement sets out the broad guidelines and parameters upon which the Parties involved intend to collaborate for the Times of India Premium Subscription (“TOI+”/Subscription) and Student Engagement Program (“Program”)
3	TERM AND TERMINATION	<p>This Agreement shall come into effect from 25th November , 2022 and shall be valid for a period of 12 (twelve) months thereafter i.e. till 24th November, 2023 unless terminated earlier as per this Agreement.</p> <p>This Agreement may be terminated in the following situations:</p> <ul style="list-style-type: none"> • The other Party commits a material breach of any obligation of this Agreement and fails to rectify the breach within seven (07) days of receiving written communication from the other Party. • The other Party goes into liquidation or ceases to carry on its business. • either Party may terminate this Agreement for convenience, without assigning any reason, by providing ninety (90) days advance written notice to the other Party. However, parties agree that the Institute cannot terminate this Agreement post the kickoff of the Program, as determined by TIL. <p>Effect of Termination: Upon termination of this Agreement :</p> <ul style="list-style-type: none"> • Parties shall not claim and display any association with the other and shall not intentionally or otherwise commit any act(s) that would keep a third party to believe that Parties are still associated in terms of this Agreement; • Parties shall not use any intellectual property of other in any manner whatsoever; • However, the termination of the Agreement shall not affect any rights of Parties accrued before the effective date of termination. <p>On termination or expiry of this Agreement, the Institute shall not engage directly or indirectly with any program/ initiative/ event conducted or offered by TIL which is similar in structure or objective of the Program for a period of at least Six (06) months. It is hereby clarified that TIL shall be free to partner with any other party(ies) during or post the Term and/or upon earlier termination of this Agreement .</p>
4	OBLIGATIONS/ DELIVERABLES OF PARTIES	<p>The obligations/ deliverables of TIL: Subject to Institute’s providing its deliverables and timely payment of the Fees, TIL will provide the following deliverables:</p> <ul style="list-style-type: none"> • TIL shall provide 400 Students of the Institute with access to 1 (One) Year premium subscription of Times of India i.e. TOI+ along with the below mentioned complimentary benefits: <ol style="list-style-type: none"> 1. Access to 3 Months subscription of ET GrandMaster worth INR 1499 2. Access to 3 Months membership of Docubay worth INR 499 3. Access to 6 Months Pharmeasy Plus membership worth INR 999 4. Access to 3 Months Eazydiner Prime membership worth INR 1095



		<ul style="list-style-type: none"> • The Institute will have access to 1 (One) Guest Lecture/Workshop by TIL in the campus of the Institute on such date and time as shall be mutually agreed between the Parties • TIL shall conduct a live Project for selected 3-4 Students who shall be selected based on such criteria as shall be determined by TIL in its sole discretion. • TIL shall also provide internship certificates to such students on successful completion of the live project. • TIL shall publish 1 (One) article written by a student and/or faculty in TIL's publication titled 'Newspoint' and such article shall be published on a mutually agreed date. • TIL's Subscription/TOI+ shall become 'Knowledge Partner' for the Institute for the Program. <p>Institute shall provide and /or approve content, if required by TIL, for placement for the purposes of TIL's deliverables as per timelines as required by TIL. Any content provided by Institute or created by TIL for the Institute and/or approved by the Institute is hereinafter referred to as "Content". The Company shall indemnify and keep TIL indemnified at all times from and against any and all losses, liabilities, claims (including third party claims), damages, demands, suits, actions, proceedings, costs and expenses, taxes, reasonable legal fees, in connection with or arising out of the Content. Institute unequivocally authorizes TIL to use its trademarks, brand name, logo, other intellectual property for the purposes of this Agreement and TIL's deliverables</p> <p>Notwithstanding anything to the contrary, TIL reserves the right to withdraw the Program without any further liability, at any time before the start date by providing two (02) days advance notice to Institute.</p>
5	CONSIDERATION	<ul style="list-style-type: none"> a) The Institute agrees to pay an amount of INR 40,000/- Indian Rupees Forty Thousand Only), plus applicable taxes ("Fees") to TIL. b) The above Fees shall be paid in advance. TIL will raise an invoice and the Institute shall make payments within 15 (fifteen) days of date of invoice. c) TIL shall be entitled to deduct any outstanding payments due and payable by the Institute in respect of any previous invoices, against any payments received from Institute or set off the same against payments to be made to Institute, if any. d) In case of any delay in payments, Institute shall be liable to pay interest @ 12% (twelve) percent per annum from the due date of payment upto the date of actual payment. e) TIL shall be entitled to withhold or suspend its deliverables in the event of any failure in payment of the Fees after 90 (ninety) days from the date such payment becomes due and payable to TIL.
6	REPRESENTATIONS AND WARRANTIES	<p>Each Party hereby represents and warrants to other that:</p> <ul style="list-style-type: none"> a) It is duly organized/established and validly existing legal entity under the laws of India and has all requisite power and authority to carry on its business, and to execute and fulfill the obligations under, this Agreement ; b) The execution of this Agreement does not and will not violate any applicable law and does not constitute a default or breach of any of the its obligations; c) It shall exercise due care and shall comply with all legal and regulatory requirements in the performance of its obligations under this Agreement ; and d) It shall take such further acts and generally do all such other things as may be reasonably necessary to accomplish the actions contemplated in this Agreement . <p>Institute understands and agrees that TIL may add any commercial sponsor to the Program at discretion of TIL. Institute may be intimated in case any commercial partner is brought on board for the Program.</p>



7	INDEMNITY	Each Party (" Indemnifying Party ") agrees to indemnify, defend and hold harmless the other Party its affiliates and their respective partners, directors, officers, agents, employees, consultants and advisors from and against any and all losses, liabilities, claims (including third party claims), damages, demands, suits, actions, proceedings, costs and expenses, taxes, reasonable legal fees, in connection with or arising out of – (b) Indemnifying Party's breach of terms of this Agreement (c) breach of Indemnifying Party's representations, obligations and deliverables and/or (d) breach of any applicable laws by the Indemnifying Party.
8	INTELLECTUAL PROPERTY RIGHTS:	All intellectual property rights in the logos, brands and trademarks of the Parties used in furtherance of the Agreement shall vest with the respective Parties. In the absence of express words to the contrary, nothing in the Agreement shall be interpreted as giving either Party any rights in the other Party's intellectual property rights. Further, pursuant to this Agreement, the intellectual property rights in any material or product shall vest with TIL which has been developed under this Agreement including any questionnaire, processes, content, surveys, rankings, etc. Institute understands that TIL shall be the sole and exclusive owner of the same worldwide and in perpetuity. Both parties shall ensure that the logos, brands and trademarks are used only for the limited purpose of this Agreement during the period of this Agreement only.
9	RELATIONSHIP:	The relationship between Parties shall be on principal-to-principal basis. Each Party is an independent contractor and is not a legal representative, partner or agent of the other Party. Neither Party shall have any right, power or authority, whether expressed or implied, to create any obligation on behalf of the other Party.
10	CONFIDENTIAL INFORMATION:	<p>Institute shall hold all Confidential Information in trust and confidence for TIL and shall not disclose or use the same, except as set forth in this Agreement or as authorized by TIL in writing and will not disclose to any person, firm or enterprise, or use (other than to exercise its rights or perform its obligations under this Agreement) any part of the Confidential Information. Institute will treat Confidential Information with the same degree of care that it treats its own confidential or proprietary information, but in no event using less than a reasonable standard of care. Any and all information shared by TIL, in any form, whether written or verbal, shall be treated as TIL's confidential information. Notwithstanding anything to the contrary, the Data received by Partner pursuant to this Agreement or that is shared by TIL including but not limited to participant details, data, financial data and other information, any services provided and product of services such as categorization, scores, rankings, Program related information, terms of this Agreement, etc. shall at all times be deemed to be TIL's Confidential Information.</p> <p>Further, Institute may only disclose Confidential Information to those of its employees, directors, consultants or agents ("Representatives") who need to know this Confidential Information for the purpose of the Agreement, provided that: (i) it informs these Representatives of the confidential nature of the Confidential Information before disclosure and shall obtain from its Representatives enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this Agreement are upon Institute; and (ii) at all times, it is responsible for these Representatives' compliance with the obligations set out in this Agreement.</p> <p>Except as may be required by appropriate regulatory authorities or by law or any court of competent jurisdiction, no Party will disclose or use for any purpose other than in connection with the transactions contemplated herein any information disclosed or made available by the other Party without the consent of the other Party. However, this obligation of confidentiality will not apply to information which was known to such Party, its affiliates or representatives prior to receipt of such information or to information lawfully disclosed to the receiving Party by a third party without an obligation of</p>



		<p>confidentiality or to information independently derived by the receiving Party or to information which is in the public domain. Each Party shall restrict access to such information to those persons to whom such access is reasonably necessary or appropriate in connection with the Agreement .</p> <p>The Institute will promptly, upon the request of TIL or upon termination or expiry of this Agreement whichever is earlier, return/deliver to TIL , the documents comprising the Confidential Information or any part thereof or at the option of the TIL will destroy any copies, notes, or extracts thereof, without retaining any copy thereof and provide a declaration of destruction.</p> <p>The Parties shall not issue or release or confirm any statement to the general public, to the news media, or to any third party, except with the prior concurrence of all Parties, both as to the content and timing of any such issue or release or confirmation.</p> <p>The clause shall survive termination or expiry of this Agreement.</p>
11	COMPLIANCE WITH LAWS:	<p>Each Party hereto agrees that it shall comply with all applicable laws, ordinances, codes and regulations. If at any time during the term of this Agreement , a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance or code (or if it is so determined by any court, tribunal or other authority), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.</p>
12	LIMITATION OF LIABILITY:	<p>Except for (i) breach of any third party intellectual property rights by the logos, trademarks provided by Institute;(ii) breach of Institute's indemnification obligations;(iii) breach of Institute's confidentiality obligations; and (iv) breach of any applicable laws by Institute, in no event shall either Party be liable to the other for any special, exemplary, indirect, incidental, consequential, punitive or for any damages arising out of or in connection with this Agreement , whether or not the other Party has been advised of the possibility of such damages.</p> <p>Except for (i) breach of any third-party intellectual property rights by the logos, trademarks provided by Institute;(ii) breach of Institute's indemnification obligations;(iii) breach of Institute's confidentiality obligations; and (iv) breach of any applicable laws by Institute, in no case shall either party's total cumulative liability under this Agreement shall exceed INR 40,000/- (Indian National Rupees Fifty Thousand Only).</p>
13	GOVERNING LAWS AND JURISDICTION	<p>This Agreement shall be governed by the laws of India and shall, subject to the foregoing, be subject to the exclusive jurisdiction of the Courts at New Delhi.</p>
14	GENERAL TERM	<p>a) Force Majeure: Neither Party shall be liable for any failure to perform its obligations under this Agreement for reasons beyond its reasonable control.</p> <p>b) Notices: Any notice to be given by either Party may be served by email, fax, personal service or by post to the addresses stated above.</p> <p>c) Assignment: Neither Party may assign the rights and obligations under this Agreement nor any part herein without the prior written consent of the other Party. Except that TIL may assign this agreement as any times to its Affiliates, subsidiaries and group companies.</p> <p>d) Modification: No addition or modification of this Agreement shall be effective or binding on either of the Parties hereto unless agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.</p>



		<p>e) Entire Agreement: This Agreement sets forth and shall constitute the entire agreement between TIL and Institute with respect to the subject matter hereof, and shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter.</p> <p>f) Survival: Parties agree and accepts that all clauses which are meant to survive post termination or expiry or are expressly stated to survive post expiry or termination including but not limited to obligations under the headings "Confidential Information", "Intellectual Property Rights" "Indemnity" "Limitation of Liability" "Governing Law and Jurisdiction" shall survive its termination.</p>
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Agreed by:

Contract Signing Authority

For Times Internet Limited



Name:
Designation:

For Institute

Name:
Designation: