

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MoU') becomes effective ("Effective Date") when signed by the last party whose signing makes the agreement fully executed. This MOU is executed by and between:

M/s. Kuhoo Technology Services Private Limited, a company incorporated under the laws of India with its registered office at Vatika Business Centre-Unit No. G5, Ground Floor & Unit No.02, 1st Floor, Trade Center, BKC, Bandra (E), Mumbai 400051, Maharashtra, India, through its Director Mr. Prashant A. Bhonsle, (hereinafter referred to as "Kuhoo", which expression shall unless repugnant to the meaning or context hereof, include its successors and permitted assigns);

AND

M/s. Jyothy Institute of Commerce and Management, a college, having its place of business at Off. Kanakapura Road, Thataguni, Bengaluru-560082, India, (hereinafter referred to as "Educational Provider/Institute", for the sake of brevity and convenience).

WHEREAS:

1. Kuhoo is engaged in offering advanced financial technology solutions to lending institutions that are registered with the Reserve Bank of India (RBI). These institutions, primarily comprising Non-Banking Financial Companies (NBFCs), express a keen interest in extending various types of loans, including through Kuhoo's dedicated online portal, hereinafter referred to as the "Portal."
2. The Educational Institute currently provides a range of programs for its students including UG & PG courses, with detailed descriptions available on their official website at www.jyothyicm.org
3. Kuhoo has entered into an agreement to provide educational loan facilities to prospective students at the Educational Institute through its affiliated lending partner. It's important to note that the terms and conditions of the educational loans extended by Kuhoo's lending partner are entirely at the discretion of the said lending partner. These terms will be subject to the prevailing credit policies established by Kuhoo's lending partner during the loan application, processing, and disbursement stages.
4. The parties hereto have executed this agreement on the mutually agreed terms and conditions outlined below:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH THAT:

1. **Scope of Work:**

The primary role of the Educational Institute within this MoU is to act as a facilitator for providing Education Loan facilities to its students who express a desire to avail themselves of such educational financial support. The specific operations that the Educational Institute shall undertake and perform within the scope of this MoU shall include:

 - To furnish Kuhoo with its student database or list, comprising those students who have expressed their interest in obtaining an educational loan.
 - To showcase Kuhoo's Education Loan product brochures within its premises, positioning them at a convenient location as deemed suitable by the Educational Institute.
 - To actively engage in the dissemination of Kuhoo's marketing materials, which includes sending emails and other promotional content to the selected students who have indicated an interest in availing themselves of educational loans offered by Kuhoo's lending partner.
2. This MoU shall be effective from the Effective Date and remain in force until either party terminates it. Termination may occur for any reason, and the terminating party must provide a written termination notice with a minimum notice period of 30 (thirty) days.
3. It shall be the responsibility of Kuhoo and/or its lending partner, to ensure the completion of all loan formalities, including securing the necessary approvals, if any. This process must be conducted within the timeframe specified in the offer letter provided to the selected candidate by the Educational Institute.
4. The Educational Institute retains the right to explore options with other banks or financial institutions to offer education loan facilities to candidates, students, and their parents.
5. During the term of this MoU and thereafter, neither the Educational Institute nor Kuhoo shall disclose the terms of this MoU to any individuals, entities, or competitors. Furthermore, they shall refrain from disclosing the internal rate of interest offered by Kuhoo's lending partner to any of the candidates of

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Rajesh K
Date: Tue Nov 28 13:31:27 IST
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students associated with the Educational Institute who are availing of education loans under this program.

6. The Educational Institute, along with its office bearers, shall not be held liable or obligated for any instances of fraud, breach of contract, suppression of facts, or any offenses or defaults committed by any candidate or student related to the loan proposal, loan repayment, or any other matters. Under no circumstances shall the Educational Institute be responsible for pursuing or following up with candidates or students regarding their loan repayment obligations. However, the Educational Institute shall extend its support to Kuhoo and its lending partner by informing /asking the candidate to pay the EMI. Additionally, the Educational Institute shall not assume the role of a guarantor or undertaker for any non-compliance by candidates, students, or their parents.
7. The parties herein mutually agree that in the event of any dispute arising between a candidate, student, or their parent(s) and Kuhoo's lending partner, the said lending partner shall not involve the Educational Institute as a party to such a dispute for any reason whatsoever.
8. All Intellectual Property (IP) related to the services provided under this MoU shall be deemed the exclusive property of the respective parties. It is expressly understood and agreed that the parties shall utilize the IP of the other party solely for the purpose of fulfilling the obligations outlined in this MoU and for no other purpose, without exception. The use of IP in a manner inconsistent with the provisions of this MoU or outside the scope of the obligations herein shall require the express written consent of the IP owner. The parties shall take all necessary measures to protect and safeguard each other's IP rights and maintain the confidentiality of any proprietary information shared during the course of this collaboration. Upon termination or expiration of this MoU, any shared or accessed IP shall be returned promptly to its respective owner, and any copies or derivative works thereof shall be destroyed or deleted.
9. Kuhoo and the Educational Institute commit to providing maximum cooperation to each other to achieve the objectives and purposes set forth in this MoU.
10. Any notice or request required under this MoU by either party shall be provided in writing and shall be considered duly delivered when sent to the intended party at the address specified in this MoU or subsequently updated by formal notice to the other party in accordance with the terms herein.
11. All disputes between the parties shall be subject to arbitration by a single arbitrator, who shall be chosen jointly by Kuhoo and the Educational Institute. The arbitration proceedings shall adhere to the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The venue for conducting the arbitration proceedings shall be Mumbai.
12. This MoU shall be construed in accordance with the substantive laws of the Republic of India, without considering any choice of law provisions. Any disputes arising under this MoU shall fall exclusively within the jurisdiction of the competent courts in Mumbai.
13. Each party under this Agreement shall maintain an independent status. In accordance with the terms of this MoU, neither party shall possess the authority to enter into agreements on behalf of the other, nor shall they represent to any individual, entity, or corporation that such authority exists without obtaining prior written consent from the other party.

IN WITNESS WHEREOF, the undersigned parties, each duly authorized and acting with proper authority, have executed this mutually binding Memorandum of Understanding as of the date indicated above.

Signed and delivered for and on behalf of
Kuhoo Technology Services Private Limited

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Prashant Bhonsle
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Prashant Anand Bhonsle
Director

Signed and delivered for and on behalf of
Jyothy Institute of Commerce and Management

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Rajesh K
Executive Director