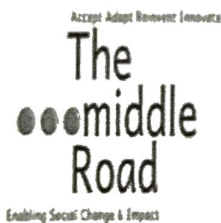


Memorandum of Understanding (MoU)



This Memorandum of Understanding ("MoU") is entered into on [30-10-2023] between **Middle Road OPC Pvt Ltd** (hereinafter referred to as "**The middle Road**"), Koregaon Park, Pune 411001, an education and media startup, and **Jyothy Institute of Commerce and Management 40/5**, Thataguni, Off Kanakapura Road, Bengaluru - 560082 (hereinafter referred to as "**Jyothy Institute of Commerce and Management**") for the purpose of accessing educational material and services provided by **The middle Road**.

1. Access to Educational Material:

The middle Road agrees to provide access to all educational material (except one online course) available on The middle Road website (www.themiddleroad.org) for a duration of three months, commencing from [06-10-2023] to [07-01-2024]. Jyothy Institute of Commerce and Management shall make a nominal flat payment of INR 5,000 for this access to be distributed over three months. The payment will be made as follows:

- INR 2,000 to be paid at the mid of the first month.
- INR 2,000 to be paid at the end of the second month.
- INR 1,000 to be paid at the end of the third month.

2. Student Login Accounts:

The middle Road will create login accounts for 300 students from Jyothy Institute of Commerce and Management to access the educational material during the agreed-upon period. Jyothy Institute of Commerce and Management will provide the academic email ids of the students to The middle Road through an excel sheet. The excel sheet will include names and email ids of the students. The login credentials are only for the respective students and non-transferable. It will take three days to four days to set up the login details for all the students from the time of receipt of the information example email ids of students from Jyothy Institute of Commerce and Management.

3. Package Inclusions:

The package includes access to all online courses offered by The middle Road, except for the online course on "Essentials of Investment Management." This online course will be added as a separate online course for a mutually agreed price.

4. Free Educational Webinars:

The middle Road will conduct two free educational webinars on selected topics for Jyothy Institute of Commerce and Management. The schedule will be mutually agreed upon but should be within two months from the date this agreement is valid. The topics include quiz on essentials of investment management, global debt markets, the global startup ecosystem, an overview of the financial services sector, and an introduction to sustainable finance.

5. Career Online Counselling:

The middle Road will provide four hours of free one-on-one career online counseling sessions for **Jyothy Institute of Commerce and Management** students. These sessions will focus on career growth and development and will be conducted virtually. After the initial 4 hours, online counseling can be provided based on mutually agreed terms subject to charges.

6. In-Person Session:

An add on session about an introduction to **The middle Road** (a comprehensive coverage of my startup its mission, vision and various product features) can be conducted in person (duration about 1.5 to 2 hours) and possible if Nishant Malhotra is visiting Bengaluru unless **Jyothy Institute of Commerce and Management** sponsors Nishant Malhotra's travel to Bengaluru. **Jyothy Institute of Commerce and Management** will arrange for transportation from Nishant Malhotra's place of stay in Bengaluru to **Jyothy Institute of Commerce and Management** for this session. This offer is applicable up to 45 days from the commencement date of this agreement.

7. Preferential Rates on Workshops:

Jyothy Institute of Commerce and Management is eligible for preferential rates on workshops conducted by **The middle Road**. The workshop topics will be related to the subjects covered in **The middle Road's** website (www.themiddleroad.org) online courses. The schedule of these workshops will be provided in advance to **Jyothy Institute of Commerce and Management**. This offer is not related to this package and offered to academic, development and corporates in India.

8. Revision of Pricing:

This introductory pricing is subject to revision, with any changes agreed upon by both parties. After the initial three months, the pricing for continued access to **The middle Road's** material will be adjusted at a higher price based on mutual agreement.

9. Outreach Partnership:

The middle Road and **Jyothy Institute of Commerce and Management** may explore the possibility of a paid advertising partnership (please refer to the advertising options on **The middle Road** portal) based on mutually agreed terms. In the event of such a partnership, preferential pricing for services related to paid advertising will be made available.

10. Disclaimer Clause:

10.1 **The middle Road** reserves the right to terminate this contract at its sole discretion, with or without cause. The termination may occur for various reasons, including but not limited to non-compliance with the terms of this agreement, changes in business circumstances, or for any other legitimate reason.

10.2 In the event of contract termination, **The middle Road** shall not be held liable for any direct or consequential consequences that may arise. Such consequences include, but are not limited to, financial losses, business disruptions, or any other damages resulting from the termination.

10.3 **The middle Road** is a product as a service platform and provider of various services, including online courses, podcasts, webinars, publications, articles, in person presentations and other educational content. While my startup strives to provide valuable and accurate information, **The middle Road** cannot guarantee the completeness, accuracy, or suitability of the content for individual purposes.

10.4 **The middle Road** disclaims any liability for actions or decisions taken by **Jyothy Institute of Commerce and Management** or third parties based on the information and services provided. **The middle Road** encourages all parties to exercise their judgment, seek professional advice when necessary, and independently assess the suitability of the content and services for their specific needs.

11. Confidentiality

11.1 **Jyothy Institute of Commerce and Management** shall maintain the confidentiality of all contract details and may not disclose them to any entity or individual not party to this agreement.

11.2 In the event of a breach of this non-disclosure agreement by **Jyothy Institute of Commerce and Management**, **The middle Road** reserves the right to terminate the contract.

11.3 This NDA does not apply to information that is or becomes publicly known, is already in the recipient's possession without an obligation of confidentiality, is obtained from a third party not under any confidentiality obligations, or is required to be disclosed by law.

11.4 In the event of any dispute arising from the terms of this NDA, both parties agree to resolve the matter through negotiations and good-faith discussions.

12. Payment Information:

Payments under this agreement can be made digitally to **Middle Road OPC Pvt Ltd A/C** linked to Nishant Malhotra's mobile number +91-9923266222. The digital payment can be made through google pay or other UPI payment options.

13. Acceptance:

This MoU is valid upon acceptance by both **The middle Road and Jyothy Institute of Commerce and Management** and is to be accepted within 3 days of the agreement date.

In witness whereof, the undersigned, duly authorized representatives of the parties, have executed this MoU as of the date first above written.

Middle Road OPC Pvt Ltd (The middle Road)

Koregaon Park, Pune - 411001, India

Signature: _____

Name: Nishant Malhotra

Title: Solo Founder & CEO

Date: 30-10-2023

Jyothy Institute of Commerce and Management

40/5, Thataguni, Off Kanakapura Road, Bengaluru - 560082, India

Signature: _____

Name: Rajesh K

Title: Executive Director

Date: 30-10-2023

EXECUTIVE DIRECTOR
Jyothy Institute of Commerce & Management
Thataguni, off Kanakapura Road,
Bengaluru - 560082