

കേരളം കേരल KERALA

BN 812283

Memorandum of Understanding

This Memorandum of Understanding is made on this the 25th day of January 2017

BETWEEN

Mar Athanasius College, Kothamangalam, an Institution imparting and offering educational courses, hereinafter referred to as 'College', represented by the principal of the College as the first party,

AND

Geojit BNP Paribas Financial Services Limited, a company registered under the Companies Act, 1956 and having its registered office at 34/659 - P, Civil Line Road, Padivattom, Cochin - 682 024 (hereinafter referred to as "Company" which expression shall mean and include its representatives, successors- in -office and assigns), represented by its' authorised signatory, Vipin Nadakkal, Vice President - Marketing, on the other part;

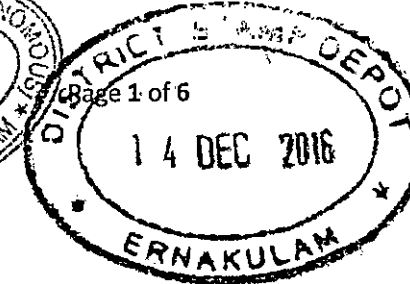
Whereas:

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21/12/2016

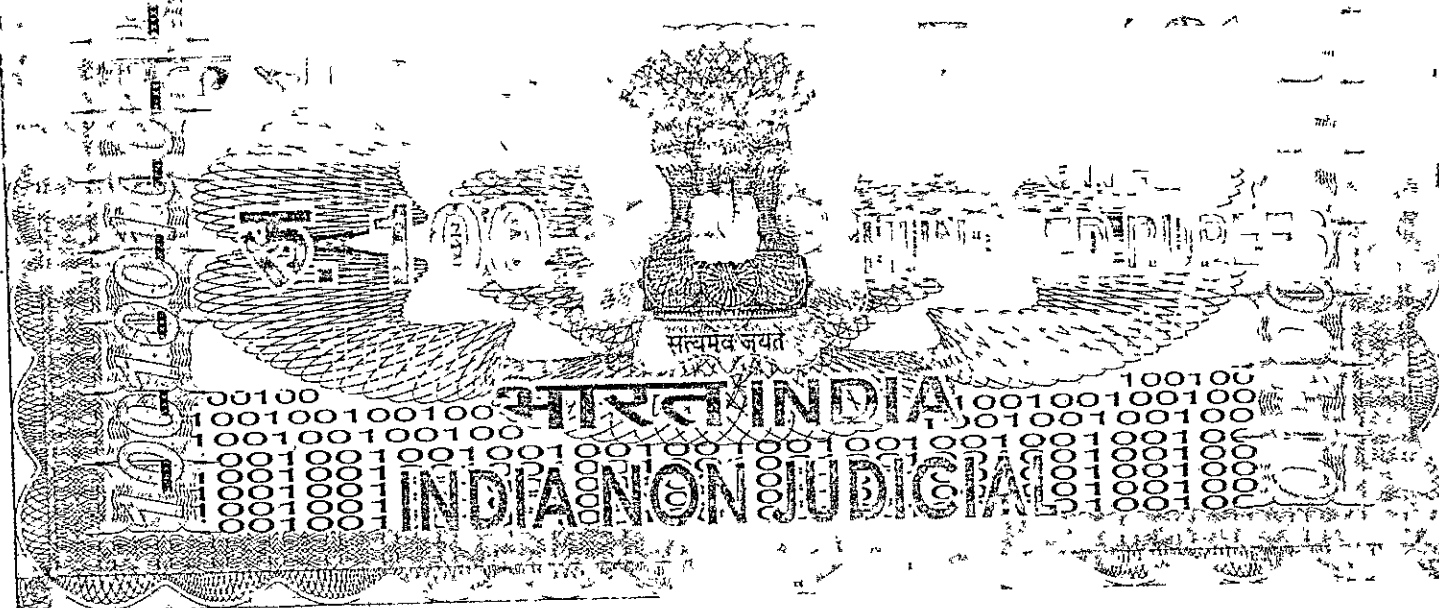
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S.R. O. PENDER
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MARATHANASIVUS COLLEGE
KOTHAMANGALAM



Geojit BNP Paribas Financial Services Ltd
Door No. 34/659-P,
Civil Line Road, Padivattom
Kochi-682 024



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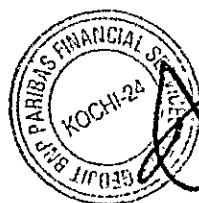
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Mar Athanasius College is an acclaimed centre of higher learning offering 13 under graduate courses and 16 post graduate courses across several disciplines of Science, Humanities and Commerce. The College offers 4 Doctoral programmes leading to PhD in English, Chemistry, Physics and Economics with excellent facilities for research and has an A Grade from National Assessment and Accreditation Council (NAAC).

II. Geojit BNP Paribas Financial Services Limited is a financial services intermediary with operations spread over India and in the Middle East. It offers a wide portfolio of savings and investment solutions, such as Equities, Derivatives, Portfolio Management Services, Mutual Funds, Life and General Insurance and Property services through its Offices in India and overseas. The Company is listed on the National Stock Exchange (NSE) and the Bombay Stock Exchange (BSE) and has memberships in both these exchanges. It is one of the largest Depository Participants (DP) in the country.

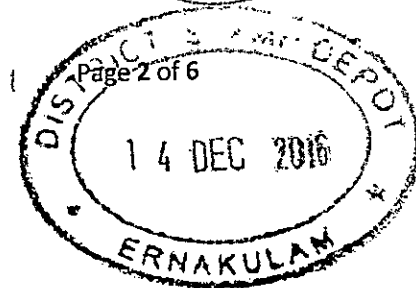
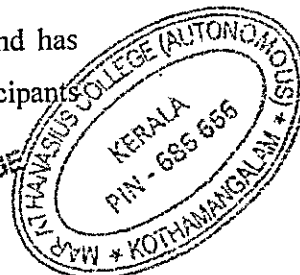
49137 Rs. 100/-
21.12.2016

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S.R. JOSE
TRIPKALARA



Geojit BNP Paribas Financial Services Ltd
Dist: NO 34 659-F
Civil Line Road Padinjara
Kochi-682 024

Principal
MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM



- III. College and Company have decided to enter into this Memorandum of Understanding (hereinafter "MOU") to perform their respective roles and responsibilities as outlined therein.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. DATE OF COMMENCEMENT (EFFECTIVE DATE) .

This MOU is for a period of 2 (two) years effective from 01.11.2016 (Effective Date) (hereinafter referred to as the "Term").

B. REPRESENTATIONS OF COLLEGE

The College, under this MOU, hereby undertakes :

- a) To provide space for promotional stall (s) for the Company in all the intercollegiate events & Commerce fests organised by the College's Department of Commerce and facilitate other marketing & promotional activities within the College as agreed from time to time.
- b) To provide advertisements of the Company in all the publications of the College's Dept. of Commerce.
- c) To grant avenues to the Company to offer promotional schemes to students of the College who secure trading accounts for the Company.

C. REPRESENTATIONS OF COMPANY

- a) Meritorious final year Commerce and Economics graduates and postgraduates students of the College shall be considered for candidature for jobs within the Company. This shall be subject to, without limitations, the availability of suitable vacancies and their qualifying the standard recruitment processes of the Company.
- b) Students who want to avail industry related certifications shall be provided guidance by experts of the Company. However, all charges towards enrolment and procuring of modules of certification shall be borne individually by the students.
- c) Students shall be provided capital market training on mutually agreed terms. Company shall, at its' sole discretion, schedule the training calendar based on availability of its' resources.



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- d) Company shall offer rewards to the students who secure trading accounts for the Company. The schemes on offer shall be communicated by Company to the college authorities from time to time.

D. TERM AND TERMINATION

- a) The MOU is valid for a period of 2 years from the effective date. The parties shall have full powers to review the project and if the parties come to the conclusion that the running of the project is not satisfactory, the parties are entitled to disassociate themselves from the MOU after giving to the other, a notice in writing of 1 (One) month .
- b) On expiry or earlier termination of this MOU, the College shall return all materials shared by Company during the course of this MOU.
- c) On expiry/termination of the MOU, College shall forthwith stop using the brand name of Company in any manner and form whatsoever.

E. AMENDMENT TO THE MOU

During operation of the agreement, if in the opinion of the both the parties, some alteration or modification of the MOU is considered essential, these may be mutually discussed and agreed upon in writing.

F. INTELLECTUAL PROPERTY RIGHTS

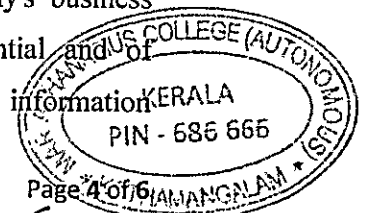
- a) No license is granted under this MOU to either Party under any of the other Party's trademarks, logos, or intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise except as set forth herein.
- b) IPR in learning & promotional materials provided by Company directly or through its affiliate/ franchisees that will be used for learning/ training/ promotional activities shall belong exclusively to Company and the College will have no rights on the same except under the terms of this MOU.

G. CONFIDENTIALITY

- a) College acknowledges that by reason of its relationship to Company hereunder it may have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information



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were disclosed to third parties. College agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

- b) The provisions of this clause shall survive for a period of one (01) year from the date of termination or expiration of this MOU, as the case may be.

H. INDEMNIFICATION

College shall indemnify and hold the Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of breach of any obligations under this agreement. Or the Company shall indemnify and hold the College free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of breach of any obligations under this agreement as the case may be.

I. FORCE MAJEURE

Neither Party will be liable for losses, defaults or damages under this MOU which result from delays in performing, or inability to perform, all or any of the obligations for responsibilities imposed upon it pursuant to the terms and conditions of these arrangements, due to or because of the acts of God, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the Party that was so delayed in performing or so unable to perform provided that such Party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such Party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

J. DISPUTE RESOLUTION

This MOU is governed under the laws of India.

Should any dispute or difference arise between the Parties out of or in connection with this MOU, the Parties shall in the first place endeavour to settle in good faith such a dispute by means of direct negotiation for a period of thirty (30) days or through any alternate dispute resolution they may mutually agree upon. Failing such resolution, the Parties are free to approach the competent courts at Cochin.



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K. NON-TRANSFERABILITY AND NON-ASSIGNABILITY

It is hereby expressly agreed that this MOU shall not be transferable under any circumstances by the parties to a third party. The parties shall not assign the obligations under this MOU to any other person, unless specifically agreed to by the other, in writing.

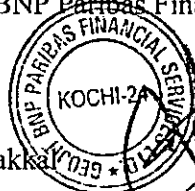
L. ENTIRE MOU

This MOU embodies the entire arrangement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or arrangements between the College and Company, regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first set forth above.

For Mar Athanasius College

For Geojit BNP Paribas Financial Services Ltd.



Vipin Nadakka
Vice President- Marketing

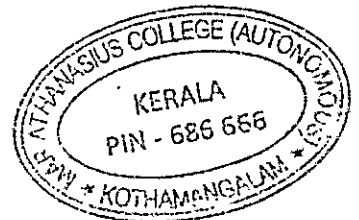
AUTHORISED SIGNATORY

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KOTHAMANGALAM

Seal

Seal



Witness:

Witness: