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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed on this 14th Day of August 2018, at Nashik

Between

Madz Media Inc, a company incorporated under the Companies Act 1956, having its Registered Office at Nilima Apartment, Flat No 07, Near San Infotech Canada Corner Nashik-422005 represented by Kenney Charles Hereinafter referred to as "Trainer For Digital Marketing" which term shall also include the legally constituted signatories, heirs, representatives assignees, successors) of the ONE PART

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And

Ashoka Education Foundation a society registered under the Maharashtra Public Trust, 1950 bearing Registration No. F - 7359, Nashik and having its office at: 8/1/2B, Ashoka Marg, Wadala, Nashik through its authorized Representative Mr. Wasudco Bhende(Administrator, AEF).

- Ashoka Center For Business And Computer Studies (here in after referred as "ACBCS"). Through its Principal Dr. D. M. Gujrathi
- 2. Ashoka International Centre for Educational Studies and Research (AICESR), Through its Incharge Principal Mrs. Preeti Sonar.
- 3. Ashoka College of Education (ACE), Through its Principal Dr. Ajaykumar Ingle.
- Ashoka Business School represented by its In-charge Director Adv. Mrs. Manisha Bhamre Hereinafter referred to as the "MBA College"

All above Higher Education Institutes run under the Ashoka Education Foundation is a Party of the Second Part

WHEREAS, Madz Media Inc, is desirous of arranging training programmes For Digital Marketing Training, in Nashik, for imparting education and training or training in Digital Marketing to persons of the society as per the norms, methodologies and know-how developed by Madz Media Inc.

WHEREAS the Ashoka Education Foundation, Nashik is desirous for running courses offered by Madz Media Inc on its own, Technical Know-how, other related material and services.

WHEREAS, Madz Media Inc is engaged in training Digital Marketing of training material (Printed).

WHEREAS, Madz Media Inc is desirous of making its know-how and other related material and services commercially available to the Ashoka Education Foundation for setting up and running the Digital Marketing Training Programme.

NOW, THEREFORE, in consideration of the Authorized Purpose, disclosure of Confidential Information, and any future business relationship between the parties, it is hereby agreed as follows:

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The terms of the MOU are as follows:

- The Madz Media Inc and the Ashoka Education Foundation agrees that this MOU
 is valid for one academic year from the date of signing this MOU.
- The Ashoka Education Foundation, Nashik will be charging fees for the course out of which the AEF agrees to pay Madz Media Inc Per Student/Seat for the training on Digital Marketing to Students and the remaining amount being retained by the AEF as Infrastructure Charges
- The Ashoka Education Foundation, Nashik has agreed To provide all the infrastructure to training the students for Digital Marketing
- The Madz Media Inc agrees to provide all the training material required for the course.
- The Madz Media Inc agrees that fees should be collected by the Ashoka Education Foundation, Nashik. The Ashoka Education Foundation will pay the training charges to The Madz Media Inc, as agreed in clause – 2 referred hereinabove after successfully completion of training period.
- The Madz Media Inc agrees to provide certification in association with the Ashoka Education Foundation.
- The Madz Media Inc agreed to complete training in 30 working days (one hour daily) which can be extended upto 5 days more if needed.
- 8. In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree and shall mutually endeavor to appoint a single arbitrator from AEF, within a period of thirty (30) days. The appointed arbitrator will be referred for resolution. The arbitration proceedings will held at Nashik and only Nashik court will have Jurisdiction to resolve the matter.

This MOU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to Nashik court have Jurisdiction to resolve the matter.

MADZMEDIA INC Madz Media Inc. Represented by Sherry (hadhi PARTNER Ashoka Education Through its authorized Representative Date Mr. Wasudeo Bhende(Administrator, AEF) 1. Ashoka Center For Business And Computer Studies ("ACBCS"). Through its Principal Dr. D. M. Gujrathi ess and PUINSICS 2. Ashoka International Centre for Educational Studies and Research (AICESR), PRSonar Through its Incharge Principal Mrs. Preeti Sonar. + Nas 3. Ashoka College of Education (ACE) Through its Principal Dr. Ajaykumar Ingle. 4. Ashoka Business School Rrepresented by its In-charge Director Adv. MS. Manisha Bhamre WITNESS: 1. Name : Shashikaut Shimp

Address:

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