

Agreement

This Agreement is made and executed on this 1st day of August, 2022 at Hyderabad location, by and between:

DocTutorials Edutech Private Limited having its office at 300A, MLA Colony, Road No-12, Banjara Hills, Hyderabad – 500034, a Company registered under the Provisions of Companies Act, 2013 (Hereinafter called the “**DocTutorials**” of the FIRST PARTY, which term shall mean and include all its representatives, successors, executors, administrators, and assignees etc.,)

AND

SGT University located at **Chandu Budhera Road, Gurugram, Haryana, India**, represented by **Dr. Joginder Yadav, Registrar** (hereinafter referred to as “**University**”) shall mean and includes his/her successors and representatives as the ‘SECOND PARTY’.

WHEREAS the First Party is into conducting specialized classes for NEET PG, NEET SS aspirants and other entrance exams related to Medical Education. The medium of specialized classes would be digital namely videos, e learning modules through online app and offline classes teaching etc.

WHEREAS the Second Party has approached the First Party in engaging DocTutorials services and products for facilitating its students to excel in the entrance exams and therefore has approached the First Party. The First Party having enough experience has accepted to deliver the same and deliverables to the Second Party are as below.

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

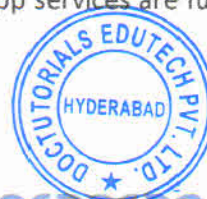
1. ENGAGEMENT

The University hereby engages DocTutorials to be an online, offline teaching and learning facilitator for NEET PG to the second party. DocTutorials will thereby fulfil the role and responsibilities as setout herein, in accordance with the terms of this Agreement and the University hereby accepts such engagement on the terms and conditions described herein.

2. Obligations of DocTutorials:

- All the students will be given the access to the app from the backend once DocTutorials receives the student details and the payment. Students can download and access the application and its content from anywhere.
- DocTutorials will provide app support and 24 x 7 helpline to attend and clarify all technical and functional aspects of the app and ensure that the app services are functional 24 x 7.

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Budhera, Gurugram



(c) Features of DocTutorials application:

- All MCQs, Image based and Video based questions (50,000+) of new NEET PG pattern (clinical case scenario-based questions)
- Videos (1000+ hours) for 19 NEET PG Subjects
- Soft copy notes for all the lectures. Students can watch video while reading notes on the app.
- Test Series, Grand Test & Mock Test
- Monthly subject quizzes
- Flashcards, to help retain high yield topics
- Live sessions with top faculty
- Discussion on previous year NEET PG, INICET & FMGE question papers
- Available on Android, iOS (phones and tablets)
- All this, for a period of 1 year from the date of beginning

(d) DocTutorials will provide Offline Classes of 8 subjects namely Surgery, Medicine, Pediatrics, Obs-Gyn, Microbiology, Biochemistry, ENT, Anatomy exclusively for students of university within college campus.

(e) Class duration will be for 16 days (2 days per subject). Class Schedule will be finalized with mutual consent and agreement of the University.

3. Obligations of University:

- (a) The College is responsible for arrangement of Faculty Class room, local travel and food.
- (b) The Total amount for the college is INR 25,00,000 including taxes.
- (c) The University should not promote any competitor online/offline platforms in the campus during the existence of this agreement.

4. Payment:

- a) The payment will be made in 4 equal installments over the next 4 months to the First Party by the Second Party.
- b) The students will be given the access to the app once the 1st installment is released by the University

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R. Kantul



5. Confidentiality

The University will, during the continuance of this Agreement and thereafter, observe strict secrecy as to the Confidential Information and will not, either during the continuance of this Agreement or thereafter, divulge such Confidential Information to any person without the prior written consent of the DocTutorials.

Nothing contained in this clause will apply to:

- a. information that is in the public domain;
- b. information which was known to the University prior to disclosure of such information by the DocTutorials; or
- c. information which the University is under a legal obligation to disclose to a court of law or other statutory/regulatory authority in which case, the University will:
 - i. immediately notify DocTutorials of the existence, terms and circumstances surrounding such requirement of disclosure,
 - ii. consult DocTutorials as to the proposed form, nature and purpose of the disclosure, and
 - iii. Co-operate with DocTutorials on the taking of any legally available steps to resist or narrow the scope of the requested disclosure that DocTutorials may consider appropriate.
- d. Return of Confidential Information: Upon DocTutorials's written request, the University will (a) return to DocTutorials any Confidential Information in the possession of the University; and (b) immediately cease the use of any Confidential Information.

6. Amendment to the Agreement

The obligation of the First Party and Second Party have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

7. Period of Validity

- a) This agreement shall be initially valid for a period of 3 (Three) year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.
- b) The rates which are mentioned in Point 3(b) of the agreement are applicable for Year 1. The rates for Year 2 and Year 3 will be finalized by the end of the year 1 with a mutual agreement by both the parties.

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R. K. Kishore



8. Termination of Agreement:

- a. In the event of a breach of this Agreement by the other Party or where such breach is capable of cure and such breach has not been cured within 90 (Ninety) days from issuance of notice intimating such breach.
- b. The University can terminate the agreement only in the months of October, November and December of each calendar year.

9. FORCE MAJEURE

Neither Party will be deemed to be in default of any provision of this Agreement or be liable for any delay, failure of performance or interruption of the provision of the Services to the other resulting, directly or indirectly, from any weather conditions, natural disasters or other acts of God or action of any governmental or military authority, civil unrest or commotion, fire, arson, terrorist act, etc.

10. GOVERNING LAW AND DISPUTE RESOLUTION

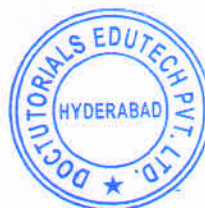
- a. This Agreement will be governed by and construed in accordance with the laws of India. Subject to Clause 11 below, the courts at Hyderabad, India will have exclusive jurisdiction over matters arising from this Agreement.
- b. All disputes or claims arising out of or in connection with this Agreement, including any questions regarding the interpretation, breach or validity of its provisions or its termination and/or any contractual obligations arising out of or in connection with this Agreement ("Dispute"), will be referred to arbitration in accordance with the Arbitration Act, 1996 before a sole arbitrator appointed on mutual consent. The place of arbitration will be Hyderabad and the language of the arbitral proceedings will be English. The award will be final and binding on the Parties and may be entered and enforced in any Court having jurisdiction at Hyderabad, India

11. Relationship:

This agreement shall not be construed as creating an employee-employer, agency, partnership or joint venture or association of person relationship between the Parties. Each party acknowledges and agrees that it is at all times acting as an independent party under this agreement and shall be liable for the acts or omissions of their respective employees and agents in performing their respective obligations hereunder. The Parties undertake to inform third parties of the independent contractor relationship in this agreement in all their dealings.

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IN WITNESS WHEREOF, 'FIRST PARTY' and 'SECOND PARTY' have caused the Agreement to be executed at the place and on the day and year first above written in the presence of:

<p>For DocTutorials (a Unit of DOC TUTORIALS Edutech Pvt. Ltd)</p> <p>Mr. Karteek Routh Director</p> <p> </p> <p>-----</p>	<p>For SGT University</p> <p>Represented by: Dr. Joginder Yadav, Registrar</p> <p> Registrar SGT University Budhera, Gurugram</p> <p>-----</p>
<p>Witness 1:</p>	<p>Witness 2:</p>