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INDIA NON JUDICIAL

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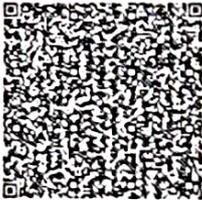
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Certificate Issued Date	: 07-Nov-2025 05:10 PM
Account Reference	: IMPACC (IV)/ dl859003/ DELHI/ DL-NWD
Unique Doc. Reference	: SUBIN-DL85900307516691294536X
Purchased by	: AV FINANCIAL EXPERT NETWORK PVT LTD
Description of Document	: Article 25 Additional Copy of document
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANGALMAY INSTITUTE OF MANAGEMENT AND TECHNOLOGY
Second Party	: AV FINANCIAL EXPERT NETWORK PVT LTD
Stamp Duty Paid By	: AV FINANCIAL EXPERT NETWORK PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Agreement

This agreement (hereinafter referred to as the "Agreement") is made on the 16 day of Nov two thousand and Twenty Five (2025) and entered into:

By and between:

Mangalmay Institute Of Management And Technology (MIMT) having its registered building at Plot No. 8 and 9, Knowledge Park II, Greater Noida, Uttar Pradesh 201310 hereinafter referred to as "Institute" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns) represented through **(Dr.) Aayush Mangal, Vice Chairman, Mangalmay Institute Of Management And Technology (MIMT)** who is duly authorized to sign and execute this agreement on behalf of Institute, the party of the first part.

And

AV Financial Experts Network Private Limited, a company incorporated under the Companies Act 2013 and having its Office at Mezzanine Floor, Plot No. 112, Koliwada Road, near Sion Circle, above Tata Croma, Sion East, Sion, Mumbai, Maharashtra 400022 hereinafter referred to as "FinX" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assignees on the **second part**,

The expression party of the first part and the party of the second part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns.

Institute and FinX shall hereinafter individually referred to as Party and jointly as "parties"

Whereas

The parties of the first and second part have appreciated each other's objectives in promoting excellence, inter alia, in education in the common area of interest and are desirous of entering into an agreement for mutual benefit. They wish to come together for delivery and dissemination of education to add values in the academic initiatives in the field of Banking and Financial Services

❖ Institute and FinX in joint collaboration, propose to launch Bundle of Six BFSI Industry oriented Courses from semester 1-6 is Duration of 30 hours each. for Under Graduate BBA/BCom Students :-

1. Financial Markets and Products
2. Time Value of Money and Financial Calculators
3. Equity Markets and Analysis
4. Common Derivatives + Preparatory course for NISM XIII
5. Financial Modelling
6. Investment Products and Wealth Management
Campus to Corporate (Additional in 5th or 6th Semester)



Now this agreement witnesses as follows

1. Definitions

For the purpose of this agreement between **Institute** and **FinX** the following terms shall have the meaning as stated herein under: -

- a) **Program:** Program in the present context is defined in Schedule 1
- b) **Total Program Fee:** The total program fee shall mean the prescribed fees paid by each student in order to register for the program which shall include program fee, registration & processing fee and examination fee as defined in Schedule 1.
- c) **Confidential information:** Confidential information shall mean all information relating to or used by FinX and including :
 - i. Either party's proprietary technology and/or software in all versions and forms of expression irrespective of its registration
 - ii. Any manuals, notes, documentation, technical information, drawings, diagrams, specifications or formulas
 - iii. All information regarding on board or proposed programs, program outline & content, students' details, business data, financial data or marketing data which are not intended for distribution.
 - iv. Any other information that is clearly marked as confidential information
- d) **"LMS":** stands for Learning Management System to facilitate the administration, tracking, delivery of the program.
- e) **"Currency":** INR
- f) **"Notice":** notice complying with the terms of Clause 7
- g) **"Term":** from the commencement date until the expiry date or termination whichever is earlier.
- h) **"Student":** shall mean a person who is admitted under an undergraduate degree program and has expressed his/her interest to undertake the program offered by **Institute** and **FinX** and has been enrolled/ admitted in the program offered by **Institute** and **FinX** through paying requisite fees.
- i) **"Study material"** refers to any educational content or resources created for the purpose of facilitating learning. This may include but shall not be limited to textbooks, lectures, presentations, videos, online modules, exercises, quizzes and other instructional documents or tools designed to support the students during their program work.



And whereas the parties have mutually agreed to the following terms and conditions for launching the program

2. Program Details

Institute and FinX have mutually agreed to the following terms as regards the program details to be jointly offered by them

2.1 Study Material

It is agreed between Institute and FinX that the study material and software links on a regular basis shall be forwarded through electronic mail to the students and assigned college's program coordinators, by FinX.

2.2. Program certification

Students enrolled for the programs shall be eligible to receive Program certificate depending on the program they get enrolled and the certificate will be issued jointly by Institute and FinX only if they will show consistent performance and successfully complete the program, by passing the examinations, which will be conducted by FinX.

2.3. Mode of examination

The examination shall be conducted by FinX. The examination will be conducted at the college campus and the mode of examination will be mutually decided. FinX is responsible for invigilation and supervision during the exams. The passing criteria will be 50% marks out of 100. Each student will get two chances to clear the final exam. The minimum attendance should be 80%

2.4. Program fee - The Total course fee shall be INR/- 4000, (Four Thousand only, inclusive of all taxes) per student for each course.

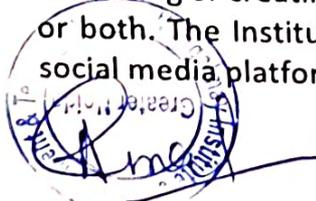
1. The above fees will be applicable for a minimum Batch size of 50 students (Fees paid by students are non- refundable and non- transferable.
2. Re-examination fee for Rs.2,000/- will be applicable on case-to-case basis.

3. Rights and obligations of the Institute.

It is agreed between Institute and FinX, that for the purpose of this agreement, rights and obligations of Institute shall comprise of the following:

3.1 Program publicity

Institute shall publicize the program among the students by sending mails and organizing introductory orientation. However, Institute shall consult FinX before undertaking any kind of marketing or creating publicity of the program in particular where it involves FinX name and logo or both. The Institute should publish the program brochure on its website, along with college social media platforms i.e. Facebook, Instagram, LinkedIn etc.



3.2. Coordination

Institute shall admit students for the program, collect the program fee and conduct the program at Institute premises. Institute shall coordinate with students. FinX team shall in its best endeavor resolve queries of students during the first orientation.

3.3 Program Coordinator and support staff

Institute shall appoint the program coordinator and support staff for the purpose of conducting the program.

3.4 Engagement of Trainers:

The Institute agrees that it shall not, directly or indirectly, approach, contact, or engage any trainer provided by FinX for the purpose of offering services or employment outside the scope of this Agreement. Any such action shall be deemed a breach of this Agreement and may result in the termination of this Agreement, along with potential claims for damages by FinX.

4. Rights and obligation of FinX

It is mutually agreed between Institute and FinX that FinX shall have the following rights and obligations for the purpose of this agreement.

4.1 Program Outline

FinX shall prepare detailed program material. The detailed program outline shall be prepared taking into consideration the applicable legislations including any amendments made thereunder relating to the program. FinX shall provide each student with the detailed program outline at the commencement of the program on its LMS

4.2 Faculty

The faculty for the program shall be arranged by FinX. The faculty appointed shall be entitled to get remuneration from FinX and it shall share the details of the faculty members with the Institute and one point of contact as program coordinator, on behalf of FinX.

4.3 Program schedule

The program schedule i.e. the lecture schedule and program material (soft) shall be prepared by FinX in consultation with the Institute and the same shall be shared with students and assigned program coordinators at the commencement of the program.

4.4 Program Registration

All the students will have to mandatorily register on FinX Portal to get the access to program



4.5 Program Material

FinX shall give access to the study material to the students on FinX LMS Portal. The study material should be updated in the light of prevalent legislation relevant to the program. Each student will have their LMS ID's and the access will be available for 90 days from subscription of the program. It is not downloadable. All students will have to register on the FinX portal for access to the program content.

4.6 Program Examination

FinX shall be responsible for setting test modules, assignments and final examination for the purpose of evaluation and examination as mentioned in clause 2.3 herein above. FinX shall also get the same evaluated by the subject experts.

4.7 Promotional Activity

Institute shall be responsible for the promotion of the program. However, FinX will assist the Institute in promotion by designing creatives and publicity material, if required. However, FinX shall not use any logo or name of the Institute, without written consent.

4.8 Internship and Placement Activity

FinX will assist the students, who have successfully cleared the Program, with internship and placement post the successful completion of program. As on date, FinX has placement tie ups with the more 70 plus corporates, wherein few names are as –

- Morning Star India
- Multi ACT TRADE & INVESTMENT PRIVATE LIMITED
- ICICI Securities
- InCred financial services
- Groww Securities
- Yes Bank Securities
- RBL Bank
- Mirae Assets
- Motilal Oswal Financial Services
- Aditya Birla Capital



5. Indemnity and Limitation of Liability

Either party agrees to indemnify, defend, protect, hold harmless, and release the other party, its officers, directors, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with, or caused by any act, omission, or gross negligence or willful misconduct of such indemnifying party.

Notwithstanding anything aforesaid, the aggregate liability of either party under this agreement shall not exceed the total consideration under this agreement.

6. Intellectual property rights

Institute and FinX agree that the entire Intellectual Property in the Content and the Material designed by FinX shall belong exclusively to FinX. All of FinX Content, Program Material, trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the exclusive property of FinX, during and after the term of this Agreement.

Neither party shall not use the name or logo of the other party without their written consent. The Institute acknowledges that it has no copyright on the study material of the program prepared by FinX. It is agreed between Institute and FinX that neither party during the program of this agreement shall desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary. Institute may use the logo and name of FinX for the purposes of this program only on agreeing grounds for every such use.

The parties acknowledge and accept that they shall not acquire any rights, title or interest in either party's trademarks, patents, copyrights, ideas, methods and designs.

7. Confidentiality

It is agreed between Institute & FinX to maintain confidentiality of this agreement and all confidential information (written or oral) shared with each other or which comes to their knowledge under or as a result of this agreement and shall not divulge such information to any third party under any circumstances without prior written consent to the other party.

8. Representation and warranty

Either party to this agreement represents and warrants that it is duly established under the prevalent law in force at the time of establishment and the signatories to the agreement have the right and authority to sign the agreement representing their respective institutions.

9. Term

This agreement shall remain in force for an initial period of 3 years unless it is renewed for a further period as mutually agreed by the parties.



Handwritten signature of Anil, with a circular stamp from Techno Experts Private Limited, Greater Kailash, New Delhi.



10. Termination

Breach of this agreement by either of the parties shall terminate this agreement. In addition to this it is mutually agreed between Institute & FinX that either party can give a prior notice of 30 days to terminate the contract. It is further agreed between the parties that irrespective of the termination of the contract, if the program is in progress, it shall be obligatory on the part of Institute & FinX to ensure the completion of the program according to the above-mentioned terms and conditions.

11. Governing law

This agreement shall be governed by and construed and interpreted in accordance with the laws of India. Subject to the provisions of Clause 13 herein, the parties shall be subject to the exclusive jurisdiction of the courts in Delhi only.

12. No partnership or agency

It is hereby understood and agreed that this agreement is on a principal to principal basis and neither party shall describe itself as an agent, joint-venture partner, employee, or representative of the other party, or pledge the credit of the other party in any way or make any representations or give any warranties to any third party which may require the other party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contract on behalf of the other party.

13. Dispute Resolution

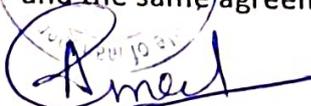
If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement, Institute & FinX shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties. All disputes, differences or questions arising out of this agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The parties shall mutually appoint a sole arbitrator. The seat of arbitration shall be Delhi. The language for arbitration shall be English. The provisions of this clause shall survive the termination of this agreement.

14. Alteration

Any alteration, modification or addition to this agreement or waiver of any of the terms hereof shall be valid made by mutual consent of both the parties in writing.

15. Counterparts

This agreement may be executed by both parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same agreement.



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16. Joint Working Committee:

The parties may establish a "joint working committee" (hereinafter referred to as "JWC") to manage and execute the cooperative activities mentioned in this agreement. The members of the JWC shall constitute a representative from Institute (or his nominee) who will be the chairman and a representative from FinX (or his nominee) who will be the co - chairman. Each party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this agreement. When necessary and as mutually agreed, the parties may hold working meetings. The meetings may be conducted at a venue mutually decided by both or even through modern means of communication such as video conferencing, teleconferencing and such other means of communications that may be available and mutually decided upon.

One party shall notify the other party of any modification in writing in case of change in the assigned personnel.

17. Force Majeure:

17.1 Notwithstanding herein before mentioned, this Agreement shall be deemed to have been suspended for the period during which and to the extent to which either Party hereto is prevented from performing any part of this Agreement by reason of or and any circumstances of Force Majeure event.

17.2 For the purposes of this Agreement the term "**Force Majeure**" shall comprise the following:

17.2.1 Acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage, epidemic, etc. till 15 days from the end of such acts or events;

17.2.2 Period of riots, bandhs, pandemics, lock outs, strikes, labour unrest, etc. and one week thereafter;

17.2.3 Period of stay or injunctions ordered by the Court of law or competent authority;

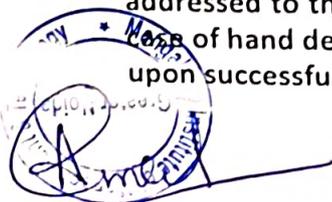
17.2.4 Period of war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo, terrorism, curfew, etc. and one week thereafter; and

17.2.5 As a result of any embargo, Notice, Order, Rule or Notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof the redevelopment of the said Property could be adversely affected.

17.2.6 Neither Party shall be liable to compensate any loss, damage or prejudice caused by reason of existence of Force Majeure event.

18. Notices:

18.1.1 Any notice, demand or other communication under or in connection with this agreement shall be in writing, in English language and shall be transmitted by registered / Speed Post, or recognized courier addressed to the recipient under this agreement or by email to the address stated below or to any other address notified by 7 (seven) calendar days prior written notice to the other Parties. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered upon delivery in case of hand delivery, 7 (seven) days after delivery of the same to a courier / post office or upon successful transmission of the same in case of send through email



To Institute:

Name:	:	DR AAYUSH MANGAL
Designation:	:	VICE CHAIRMAN MIMT
Address	:	Plot No. 829, Knowledge Park II, Greater Noida
Email:	:	aayush.mangal@mangalmay.org

To FinX:

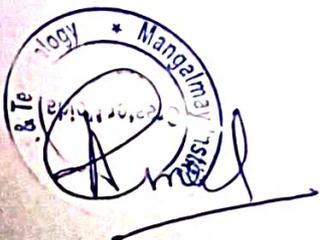
Name:	:	Nisha Shah
Designation:	:	Director
Address	:	Mezzanine Floor, Plot No. 112, Koliwada Road, near Sion Circle, above Tata Croma, Sion East, Sion, Mumbai, Maharashtra 400
Email:	:	nisha.shah@finxpert.org

19. Non-Solicitation

During the term of this Agreement and for a period of 36 months thereafter, Institute shall not directly or indirectly solicit or attempt to solicit any employee, trainer, contractor of FinX for the purpose of offering any services of similar nature.

20. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.



In witness whereof both the parties through their duly authorized representatives signed this agreement on this the 10 day of Nov., 2025.

Signed and delivered by, for and on behalf of Institute.

Signed and delivered by, for and on behalf of "FinX"

For AV Financial Experts Network Pvt. Ltd.


Authorized signatory

Name: Dr Aayush Mangal
Title: Vice Chairman, Mangalmay Institute Of Management And Technology (MIMT)


Authorized signatory

Name: Manish Srivastava
Title: Business Head & Sr. Vice President

In presence of witness:

In presence of witness:

Name: DR MEENAKSHI SHARMA

Name: Vinay Gaur

Title: DEAN, MIMT

Title: Senior MANAGER - Business Development

Schedule 1

Institute and FinX have decided to conduct the Six programs for the undergraduate students for the academic year 2025-29.

1. Program Name :-

1. Financial Markets and Products
2. Time Value of Money and Financial Calculators
3. Equity Markets and Analysis
4. Common Derivatives + Preparatory course for NISM XIII
5. Financial Modelling
6. Investment Products and Wealth Management
Campus to Corporate (Additional in 5th or 6th Semester)

2. Program duration and eligibility: Every course from semester 1-6 is Duration of 30 hours each.

Pursuing UG from any stream or subjects or equivalent can apply to join this Program

All the sessions will be trainer led program offline as per MIMT requirement.

3. Program Elements: The training will be delivered in Offline mode. or hybrid as per MIMT requirement.

4. Evaluation: The examination shall be conducted by FinX. The examination will be conducted at the college campus & the mode of examination will be mutually decided. The passing criteria will be 50% marks out of 100. Each student will get two chances to clear the final exam. The minimum attendance should be 80%.

5. Program Fees: The Total course fee shall be INR/- 4000, (Four Thousand only, inclusive of all taxes) per student for each course.

1. The above fees will be applicable for a minimum Batch size of 50 students (Fees paid by students are non- refundable and non- transferable.
2. Re-examination fee for Rs.2,000/- will be applicable on case-to-case basis.

6. Payment terms:

Institute shall transfer 50% of the program fees to FinX on the formation of the batch, prior to commencement of training. The remaining 50% share shall be transferred by Institute to FinX after immediately on completion of the batch.

