**Please fill the section in yellow and email it to us at** [**Teach.accounts@GOaccomplish.com**](mailto:Teach.accounts@GOaccomplish.com)

**SERVICE AGREEMENT**

**THIS SERVICE AGREEMENT** (“Agreement”) is entered into Date and is valid for 3 years from this date between:

**G O BPO Services Pvt Ltd.** having PAN no AADCG4518R and it’s office at V 6, Old No V 43, 12th Street, Anna Nagar, Chennai 600040 . (Hereinafter referred to as “First Party”) of the FIRST PART;

**AND**

**Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O / D/O/ W/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** having PAN No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Second Party”) of the SECOND PART.

The First Party is in the business of providing various services to its clients which include but are not limited to Training, Educational Services, ELearning, Machine Learning, Instructional designing, graphic designing, software services etc. To provide these services the First Party engages a large number of service providers. Now the First Party is providing Entrance Examination training services to interested candidates and individuals through it’s portal/website [www.GOaccomplish.com](http://www.GOaccomplish.com)

Under this agreement please note the words used as “G O BPO Services Pvt Ltd”, “First Party”, “GO Accomplish” “www.GOaccomplish.com” are interchangeable and represent the following also:, “Web site” “mobile App”, “App”, Application, These words also include the Golden Opportunities Pvt Ltd. Its various websites, Service Providers, G O BPO Services Pvt Ltd.’s affiliates, subsidiaries, associate companies, parent companies, investors, Directors, Employees, Vendors, Contractors and other individuals and companies which are associated with the first Party in providing various services including support services, ancillary services to the clients/customers directly or indirectly irrespective of paid or free or on Trial basis.

Second Party is an independent expert in teaching specific subjects and has agreed to work with the first party to provide the educational content and other services to the clients of first party

The parties acknowledge that this Agreement contains the whole agreement between the parties and that neither party has relied on any oral or written representations (other than set out expressly in this Agreement). Now it is agreed:

1. **The First Party would provide the following services:**
   1. A complete elearning Platform – a software/website where the candidates/students can come and enrol and learn the educational content which will be provided by the Second Party or third Party.
   2. Student and course management system – online section for the second party to create, modify and store the course material
   3. Payment Gateway – a facility to the student/client to make the payment and enrol for the course
   4. Support and Marketing – provide visibility to the web site though various means as the First Party deems fit.
   5. Information about the students who enrol for the course managed by the second party
   6. Support Services – Other support services which include customer support on technical issues of software/website etc, accounting services for revenue share, basic reports
2. **The Second Party would provide the following services:**
   1. Prepare the students for entrance exams.
   2. Create a lesson plan, training material, question banks etc.
   3. Develop questions for the purpose of Assignments, Practice Questions, Test Papers and Daily Practice Worksheets etc
   4. Conduct day-to-day doubts solving activity online or chat as required by the student for the competitive and other exams
   5. Contribute in making/upgrading study material, test papers and assignments of the subject.
   6. Monitor and analyse students’ performance and provide useful guidance to students as well as parents
   7. Contribute content to free/Promotional and trail section of the website.
   8. Maintain high standard of education
   9. Not do any activity online or offline which is not in the interest of the First Party or other Service Providers.
3. **Both the Party’s agrees to the following:**
   1. Both the Party’s are independent of each other. There is only a contract for services and does not constitute any other relationship.
   2. The Second Party will create multiple courses which will be sold, distributed, used, seen, etc. on the web site.
   3. The Second Party will be free to price the course as it deems fit. However they will not over or under price any course and take advise form the First Party on the pricing issue.
   4. Whatever the base revenue is generated will be shared in the following ratio :
      1. First Party – \_\_\_\_%
      2. Second Party – \_\_\_\_%
   5. The payments will be done on Monthly basis once the student completes the course.
   6. The Payments will get transferred in the bank account whose details have been shared separately.
   7. The payments will be subject to tax deduction at source. The certificate for the same will be provided as per the law.
   8. The second party will not indulge in any form of Plagiarism. It will not copy and publish any content which is not owned by the Second Party.
   9. Second Party will not publish or host any content which is illegal, offensive, not in line with the education system, and inappropriate.
   10. The Second Party agrees to create the content for First Party which is exclusive and the same is not hosted/used anywhere else.
   11. The second party will provide complete customer service on any educational area, promptly respond to the quires, questions, doubts etc of the student/client.
   12. The Second Part agrees that it will take an appropriate prompt action towards an requirement or need of the first party or the student/client. In case of any delay or non-action it would inform promptly giving enough time to the first party in writing as what the requirement was and why no action was taken. With this process the first party would be in a position to rectify the situation.
   13. The First Party will offer some discounts, free courses and other promotions to the potential and existing students/clients. The Second Party agrees to be a part of this and will provide these services at no cost or at discount as the need may be. This will be decided and conveyed to the Second Party form time to time before the promotion is launched.
   14. The First Party will own and have complete Copyrights on the entire “GO Accomplish” website and other related non website documents and non-documents including the process, services, codes, files etc. The rights or for world over and not restricted to India only.
   15. The Second Party will own the copyright on the Specific Educational content which it has created and nothing else. The Second Party gives all the rights to the First Party to use and distribute the same as it deems fit. The rights or for world over and not restricted to India only.
   16. The First Party will not be liable for any action of the Second Party.
   17. The Second Party shall provide Services as an independent service provider, on a non-exclusive basis. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party. This Agreement does not create an exclusive business relationship, and does not restrict the First Party’s ability to work with other people, individuals or corporates etc.
4. **Warranties and Liability**
   1. The Second Party warrants to Client that it designated for providing Services has the proven competence and legal authority to perform the Services.
   2. The Second Party further represents and warrants that it will promptly provide Services at a high professional standard and in responsive manner.
   3. The entire liability of the First Party to the Second Party under or in connection with this Agreement shall not in any event exceed the amount of fees paid by the First Party to the Second Party for the provision of the Services.
   4. The Second Party agrees to indemnify and keep the First Party fully and effectually indemnified from and against any loss claim or liability whatsoever incurred or suffered by the First Party as a result of negligence, action, inaction or any default by the Second Party (or its employees, agents or representatives) of its obligations however arising in connection with the Services.
   5. Upon occurrence of a force majeure event, the parties shall use reasonable endeavours to resolve and minimize any delay but at the discretion of the First Party, this Agreement shall be terminated without further liability.
   6. The Second Party specifically undertakes at all times to keep confidential any of the First Party’s confidential information (including this document, the lists or specific customer details, software’s, service providers, plans, procedures, documents, business information and information relating to the First Party’s business or affairs) and specifically not to disclose (whether or not for profit) such lists or information to any competitor/third party of the First Party or any other person, firm or company engaged in similar activity during the Term and at any time following the date of expiry or termination of the Contract.
   7. The parties represent and warrant that all information, documents and curriculum vitae exchanged between the Second Party and First Party will be treated as strictly confidential. Any disclosure by either party to any other third party would be treated as a breach of confidentiality obligation. The parties agree that this clause would survive termination.
   8. Data Security and data Management – both Parties agree to maintain the data and information confidential and will not be disclosed to any third party unless it is legally required. In case of a specific request the Party’s will return and delete the data on any student or Client as requested by him. This will be done keeping the law in mind and will not be applicable to any financial data.
5. **Miscellaneous**
   1. The parties agree that this Agreement embodies the entire understanding between them and supersedes all previous communications whether written or oral
   2. No waiver, amendments or other modification to this Agreement shall be effective unless in writing and signed by both the parties.
   3. More than one counterpart of this Agreement may be executed by the Parties or different counterparts may be executed by different Parties and all such counterparts shall be deemed originals and shall be deemed to be a single Agreement.
   4. Each of the provisions contained in this Agreement shall be severable and the unenforceability of one shall not affect the enforceability of any other or the remainder of this Agreement.
6. **Governing Law and Termination**
   1. The parties agree that this Agreement shall be subject to Indian laws and to the exclusive jurisdiction of the courts at Chennai.
   2. The first Party requires that the second party should comply with all the applicable laws which include and are not just restricted to Anti Bribery, Sexual Harassment, POSH, GDPR, Data Privacy, Data Governance, IT act etc.
   3. The First Party can terminate and take any necessary action on this agreement without giving any notice to the Second Party in case of any breach of any of the clauses by the Second Party.
   4. This agreement can be terminated without assigning any reason by either party after giving 3 months of notice
   5. On termination or expiry of the agreement both parties will still be liable for the pending services and obligations which were committed prior to termination/expiry notice.

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| *Agreed to:* | *Agreed to:* |
| **G O BPO Services Private Limited** |  |
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| By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signatory | By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorised Signatory |
| Name (type or print): Rohin Chawla  Title: Director | Name (type or print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Witness Signature and Name Witness Signature and Name