

## **CONSULTANCY AGREEMENT**

**THIS CONSULTANCY AGREEMENT** (this “Agreement”) is entered into on 1st day of January, 2026, at Kolkata by and between:

Jupiter Edutech, an education institute, having its office at 6/67 Jhawtalla Road, Chinar Park, Kolkata, West Bengal, India – 700157 represented by Mr. Shakti Jaiswal son of Shri Anil Kumar Jaiswal , residing at 16/28 Jhawtalla Road, Hatiara Kolkata- 7000157 and/ or Mr. Akshay Kumar Rai son of Shri Sudhir Rai , residing at 26 Butto Krishto Paul Avenue, Kolkata- 700005 and/ or Mr. Sandeep Jaiswal son of Shri Anil Kumar Jaiswal , residing at 16/28 Jhawtalla Road, Hatiara Kolkata- 7000157 hereinafter referred to as “**Consultant**” which term shall where the context so admits includes (legal heirs, assignees, executors, successors, legal representatives and administrators) of the one part;

And

Students and/ or Parents and / or Representative of Schools and / or Representative of Coaching Institute and / or Representative of Universities and / or Representative of Councils which includes as per the defined scope of activity of the Consultant both “online” and “offline” hereinafter referred to as “**Client 1**” which term shall where the context so admits includes their legal heirs, assignees, executors, successors, legal representatives and administrators of the other part;

Teachers and/ or Mentors and/ or Educators which includes as per the defined scope of activity of the Consultant both “online” and “offline” hereinafter referred to as “**Client 2**” which term shall where the context so admits includes their legal heirs, assignees, executors, successors, legal representatives and administrators of the other part;

The Consultant and Client 1 and Client 2 as referred above shall hereinafter individually be known as Party and jointly as Parties.

### **WHEREAS**

The Consultant is engaged in providing offline classes through its coaching institute situated at 6/67 Jhawtalla Road, Chinar Park, Kolkata, West Bengal, India – 700157.

Furthermore, the Consultant is also engaged in providing home tuitions through online as well as offline modes and/ or jobs in Schools and/ or Jobs in other Coaching Institutes and/ or Jobs in Colleges through Client 2.

The Client 1 and Client 2 forms the integral part of this consultancy agreement as Students and/ or Parents enroll themselves for seeking education for themselves and / or their children respectively and Schools and / or Coaching Institute and / or Universities and / or Councils enroll themselves for candidates to impart education in their premises by taking consultancy to engage Client-2 through the Consultant and the Teachers and/ or Mentors and/ or Educators enroll themselves with the Consultant for imparting highest quality education.

Now, this Consultancy Agreement witness:

**Terms and Conditions**

**Scope of Services:** During the term of this Agreement, the Consultant will provide the Client 1 and Client 2 following services with minimal disruptions and delays which inter-alia includes:

1. Offline classes through its coaching institute situated at 6/67 Jhawtalla Road, Chinara Park, Kolkata, West Bengal, India – 700157;
2. Guidance in providing home tuitions through online as well as offline modes by engaging Client 2;
3. Helps and Coordinate Client 2 for application to impart education in both online and/or offline and/ or jobs in Schools and/ or Jobs in other Coaching Institutes to any student posted to and/ or by Jupiter Edutech at its website and/ or widely available social media sites such as Whatsapp; Facebook; Instagram; Telegram for a fee as decided by the consultant.

**Provided That** the consultant shall disclose the fee to the Client 1 and Client 2 before the conclusion of the engagement.

4. Facilitation support post the engagement of Client 2 with Client 1.

**Term:** This Agreement shall commence from 1st January, 2026 and will continue for a term unless terminated by the Consultant.

The Consultant may renew the agreement on such terms and conditions and for such period as per its discretion without prior notification to the client.

In such case, the engagements between the Consultant and Client 1 and Client 2 will prevail as per the date in the supplementary agreement.

Engagements prior to supplementary agreement will prevail according to this Consultancy Agreement dated 1st day of January, 2026.

And in absence of any renewal of this agreement, the agreement dated 1st day of January, 2026 shall prevail.

**Compensation:** Jupiter Edutech charges placement/service fees for sourcing, verification, coordination, and assignment of Client 2.

The client 2 shall pay to the consultant a consultancy fee as mutually decided by the parties on such services as may be mutually determined by the parties on such basis as may be determined by the parties.

**Provided That** the Consultant shall disclose the fee to the Client 2 before the conclusion of the engagement.

The above consultancy fee is all inclusive of travel and miscellaneous expenses that may be incurred by the Consultant in performing the activities as may be mutually decided.

The consultancy fee will be paid by the Client 2 to the Consultant at such duration as mutually decided by the parties.

### **Termination of the Agreement:**

#### **First Month**

- **By Teachers and/ or Mentors and/ or Educators:** No termination charges shall apply. Any amount collected by the Consultant may be adjusted or refunded as per the mutual decision between the parties.
- **Parent Decision:** 50% of the first month tuition fee is payable as placement service charges. No second installment will be charged.

If for any reason the services are terminated by Client 1 for any reason which is not related with the Consultant in such cases Client-2 shall pay mutually agreed first month consultancy charges.

#### **Second Month**

If the first month is completed successfully and termination occurs in the second month, in such case the first-month placement charges remain applicable. No fee is charged for the second month.

If for any reason the services are terminated by Client 1 for any reason which is not related with the Consultant in such cases Client-2 shall also be liable to pay mutually agreed second month consultancy charges along with the first month consultancy charges.

### **Obligations**

#### **Consultant's Obligations**

1. The Consultant shall perform the Services with due diligence and in accordance with the highest professional standards.
2. The Consultant shall comply with all applicable laws and regulations in the performance of the Services.

#### **Client 1 and Client 2 Obligations**

The client 1 and client 2 shall cooperate with the Consultant and make timely decisions to facilitate the performance of the Services.

#### **Nondisclosure of Confidential Information**

Both the parties agree to keep confidential informations and all proprietary informations disclosed by the other party during the term of this Agreement and thereafter.

For purposes of this Agreement, the term “Confidential Information” means information

- (i) disclosed to or known by as a client of or through his engagement with consultant;
- (ii) not generally known outside, and;
- (iii) which relates to consultant’s business.

Confidential Information includes, but is not limited to, information of a technical nature, such as methods and materials, trade secrets, trade mark, inventions, processes, financial or non-financial information, formulas, systems, computer programs, and studies, and information of a business nature such as project plans, market information, costs, customer lists, and so forth.

Confidential Information does not include information that

- (i) is or becomes generally available to the public other than as a result of a disclosure by consultant in violation of this Agreement, or
- (ii) is already in consultant possession, or
- (iii) is disclosed pursuant to the applicable laws for the time being in force.

**Independency:** The Client-2 shall perform the Services as an independent client and not as an employee of the Consultant.

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties

**Entire Agreement:** This Agreement is superseding all prior agreements between the parties. This Agreement is the only agreement or understanding between the parties hereto with respect to the advice and services to be provided by Consultant to client. All negotiations, commitment, and understandings of both parties have been incorporated herein.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the India and venue shall be in the Kolkata, West Bengal.

**Dispute Resolution:** In the event of dispute, settlement shall be made by the local police station as situated in the address of Jupiter Edutech. The award shall be final and binding on both parties. The seat of resolution shall be at Kolkata and language shall be in English and/ or Hindi and/ or Bengali.

**Notices:** Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered, if sent by facsimile or telecopy transmission or other electronic communication confirmed by registered or certified mail, postage prepaid, or if sent by prepaid overnight courier addressed as follows:

**Consultant,:**

To,

Jupiter Edutech

Address: office 6/67 Jhawtalla Road, Chinar Park, Kolkata, West Bengal, India – 700157

**Mail:** jupiteredutech2017@gmail.com

**Severability:** If, and to the extent that, any court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

**Waiver :** No failure by any party to insist on the strict performance of any convenient, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement on the day and the year first above written.