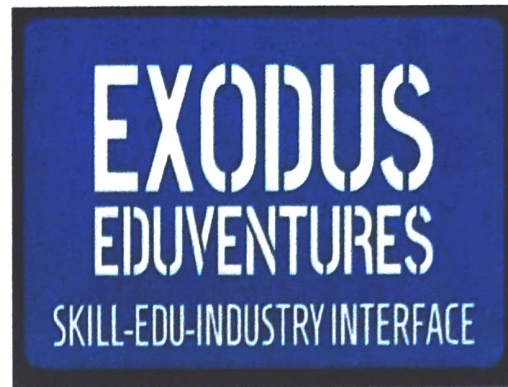




MEMORANDUM OF UNDERSTANDING (MoU)

Between

Exodus Eduventures, Hyderabad

and

St. Francis Institute of Management Studies, Begumpet, Hyderabad, Telangana

This MoU is made on this date November 24, 2025

BY AND BETWEEN:

Exodus Eduventures, a company registered under the Shop and Establishment Act, 1988, having its registered office at 101, Alekhya Footprints, Gachibowli, Ranga Reddy Dist., Telangana, India, PIN - 500032, hereinafter referred to as the **"Provider"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns);

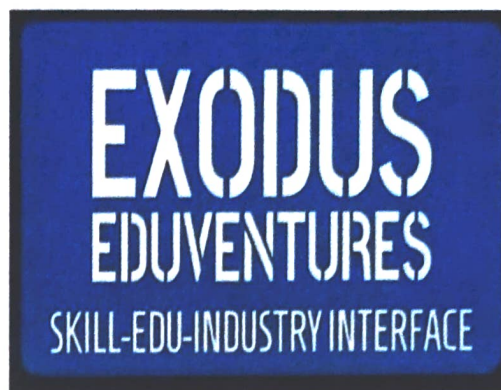
AND

St. Francis Institute of Management Studies, a recognized educational institution having its principal office at Street Number 6, Uma Nagar, Begumpet, Hyderabad, Telangana 500016, hereinafter referred to as the **"College"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns).

The Provider and the College shall collectively be referred to as the **"Parties"** and individually as a **"Party"**.

1. PURPOSE

The purpose of this MoU is to set out the terms and conditions under which the Provider shall facilitate industrial visits for students of the College to various industrial units/companies, as mutually agreed upon, conduct corporate training, provide guest lectures and provide blazers/uniforms to enhance their practical exposure and industry interaction.



2. SCOPE OF SERVICES

The Provider agrees to:

- a. Arrange industrial visits at reputed industrial/business establishments across India.
- b. Coordinate logistics including scheduling, permissions, and coordination with host industries.
- c. Ensure visits are conducted as per planned itineraries, subject to availability and approvals from host units.
- d. Provide necessary documentation such as invitation letters, visit plans, or completion certificates (if applicable).
- e. Arrange guest lectures basis advance intimation of 30 days.
- f. Arrange blazers/uniforms as required, upon an advance intimation of 30 days.

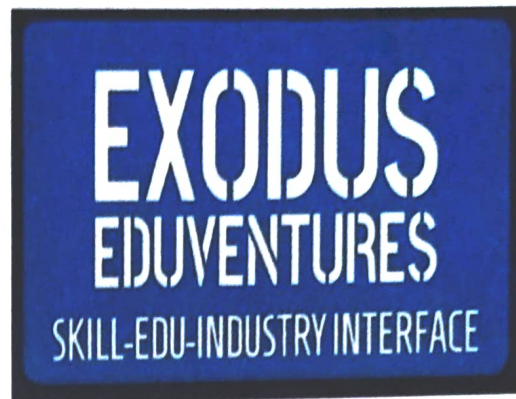
3. RESPONSIBILITIES OF THE COLLEGE

The College agrees to:

- a. Provide confirmed student lists with adequate notice (minimum 30 days before the planned local visit and minimum 90 days before the outstation visit).
- b. Ensure that all participating students follow a code of conduct and safety norms, and health norms during visits.
- c. Obtain necessary parental/guardian consent forms, health declarations, and insurance for students (if required).
- d. Make timely payments as per the agreed financial terms.
- e. There should be a minimum of 40 students for the local and national industry visits.
- f. College shall ensure that at least one of its faculty members shall accompany the students during the industry visit.

4. FEES AND PAYMENTS

- a. The College shall pay the Provider a service fee as per mutually agreed quotations for each visit.
- b. All payments shall be made in advance as per agreed milestones.
- c. The Provider shall not be liable to refund any amount for cancellations made by the College.
- d. All applicable taxes, if any, shall be borne by the College.



5. LIMITATION OF LIABILITY

- a. The Provider shall act solely as a facilitator and shall not be responsible for any acts, omissions, or conduct of the host industry during the visit.
- b. The provider shall arrange for travel, accommodation during outstation visits, and meals (as separately and mutually agreed).
- c. The Provider shall not be liable for any injury, loss, damage, or claim arising from the conduct of the host industry, transportation providers, or participating students.
- d. The College agrees to indemnify and hold harmless the Provider from any legal liability, claim, or dispute arising out of or in connection with the student group's behaviour or non-compliance during visits.

6. INSURANCE AND SAFETY

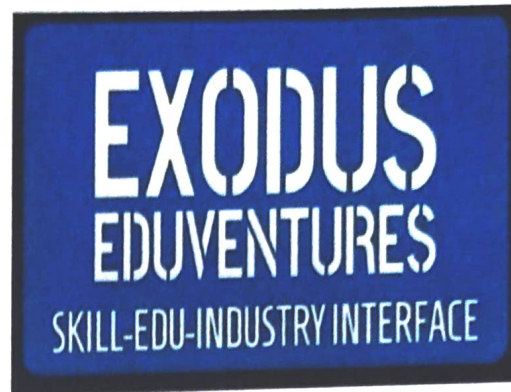
- a. The College shall ensure all students are covered under adequate medical/accident insurance policies during the course of the visit.
- b. The Provider shall not be held responsible for any accident, loss, or damage during travel or while at the visit location.

7. INTELLECTUAL PROPERTY AND PUBLICITY

- a. Any photographs, videos, or documentation taken during the visits upon oral or written mutual consent may be used by the Provider for promotional, academic, or record purposes unless the College explicitly objects in writing.
- b. No Party shall use the other's name or logo without prior written consent for commercial purposes.

8. CONFIDENTIALITY

Both Parties agree to maintain confidentiality regarding any sensitive information shared during the course of the collaboration, unless required by law to disclose.



9. DURATION AND TERMINATION

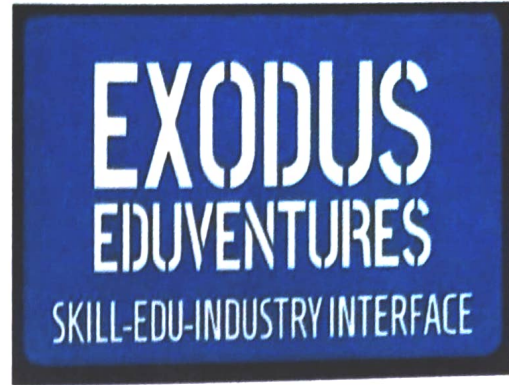
- a. This MoU shall remain valid for a period of **[3 years]** from the date of execution unless terminated earlier by either Party with **30 days' prior written notice**.
- b. Any visits or services already scheduled prior to termination shall be completed as per agreed terms unless both Parties agree to cancel.

10. DISPUTE RESOLUTION AND JURISDICTION

- a. Any dispute arising out of or in relation to this MoU shall be first attempted to be resolved amicably.
- b. Failing amicable resolution, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, by a sole arbitrator appointed mutually.
- c. The seat of arbitration shall be Hyderabad, Telangana, and the language shall be English.
- d. This MoU shall be governed by and construed in accordance with the laws of India. Courts in Hyderabad, Telangana shall have exclusive jurisdiction.

11. GENERAL TERMS

- a. This MoU does not create any partnership, joint venture, or employment relationship between the Parties.
- b. Any amendment to this MoU must be in writing and signed by both Parties.
- c. This MoU constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements.



IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first above written.

For Exodus Eduventures

Authorized Signatory: _____

Name: S. Jacob

Designation: Founder

Date: November 24, 2025

For EXODUS EDUVENTURES

Proprietor

For St. Francis Institute of Management Studies, Begumpet, Hyderabad

Authorized Signatory: _____

Name: Aditya Prasad

Designation: Head of Department, SFIMS

Date: November 24, 2025

