



INDIA NON JUDICIAL
Government of Uttar Pradesh



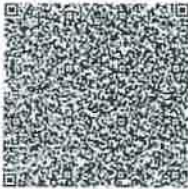
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e-Stamp



UNIPRO

Certificate No. : IN-UP02628725973820X
Certificate Issued Date : 17-Dec-2025 11:44 AM
Account Reference : NEWIMPACC (SV)/ up14003404/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400340401898360968234X
Purchased by : JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY
Second Party : Not Applicable
Stamp Duty Paid By : JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shoilestamp.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 is made on 16th December, 2025

BETWEEN

Jaypee Business School, a constituent of Jaypee Institute of Information Technology, having its campus located in **Noida, Uttar Pradesh** (hereinafter referred to as **First Party** which expression shall unless repugnant to the meaning or context here of, be deemed to include its, executors, administrators, agents and permitted assigns), of the one part. The details are as under:

- **GST NUMBER – Exempted**
- **PAN NUMBER – AABCJ5258P**
- **STATE – Uttar Pradesh**
- **OFFICE ADDRESS – JBS, JIIT, A-10, Sector -62, Noida-201309, UP, India**
- **MAIL ID – anubha.vashisht@jiit.ac.in**

AND

Girnarsoft Education Services Pvt. Ltd., through its brand name of **Unipro Education,** hereinafter referred to as **Second Party** , a private limited company incorporated under the Companies Act, 1956 and having its corporate office at situated at Capital the Cityscape, 6th Floor, Sector - 66, Badshahpur, Gurugram, Haryana-122102 through its Authorized Signatory, (hereinafter referred to as which expression shall unless repugnant to the meaning or context hereof, be deemed to include its heirs, executors, administrators, its agents and permitted assigns), of the One part. The details are as under:

- **GST NUMBER - 06AAF CG9583Q6ZJ**
- **PAN NUMBER - AAF CG9583Q**
- **MSME UAN – HR05E0003549**
- **STATE - HARYANA**
- **FINANCE PERSON - finance@unipro.co.in**

WHEREAS First Party, Jaypee Business School (JBS), established in 2007, is a constituent of Jaypee Institute of Information Technology (Deemed University) and offers AICTE-approved programs, including a two-year full-time MBA, M.Com, three/four-year BBA, B.com (as per NEP 2020), and PhD.

WHEREAS Second Party, Girnarsoft Education Services Pvt. Ltd. is carrying on the business in the field of education through marketing services, like social media marketing, search engine optimization, performance/lead generation campaign and other services to the educational institutes.



WHEREAS **First Party** has requested **Second Party** for advertising and branding activities of the **First Party**. **Second Party** shall undertake and manage and maintain a regular flow of relevant high quality leads for the admission to courses offered by **Jaypee Business School**, and as may be decided by the First Party from time to time, under this agreement.

This Agreement has been entered into by and between both the parties on the following terms and conditions:

1. DURATION

This Agreement will be valid for **12 Months** from the '**Effective Date**' (**20th December 2025**) or as approved by "**First Party** This Agreement may be extended for such further period(s) with mutual consent of both parties.

'**Effective date**' shall be the date when the first set of Online Media releases happen and shall be communicated between the parties by way of a letter/ email and shall form part of this agreement.

2. SCOPE OF SERVICES

Second Party through its various resources shall advertise in Online Media for the agreed Programs offered by **Jaypee Business School** from time to time.

2.1 Second Party shall be fully responsible in generating very high-quality Leads for the Courses offered by the First Party/ **Jaypee Business School** and in the most cost efficient manner through an Optimum Mix of Paid Media and Organic Posts.

2.2 Second Party would be fully responsible in making highly quality Creatives/Artworks for all Posts, Advertising in all Online Media

2.3 Second Party shall provide all relevant Content Writing across all Media Channels to support the Courses being offered and help gain positive traction and significantly increase Page views and Leads from Relevant Target Audience.

2.4 First Party shall provide all the support and one point of contact that is necessary to support Second Party for their marketing engagements.

2.5 Second Party can use all its distribution modes for promotion of First Party through its various modes of promotion including display banners, Google, Meta, any other online platform.

2.6 With the significant investment by the First Party in Social Media on the advice of the Second Party and the generation of Leads to be converted by Call Centre Operations of EnrolMax, the targeted expected number of admissions to Programs of **Jaypee Business School** in 2026-27 admission cycle shall be a minimum of **30**.



3. SERVICE CHARGE AND OTHER ITEMS:

First Party shall pay Service Charge as per terms and conditions as mentioned herein below to this agreement. Further, treatment of payment will happen as mentioned in the payment terms below.

3.1 First Party shall decide the spend it wants to do in Online Media from month to month, which shall be intimated by first party to the second party.

3.2 First Party shall make the following payments for Services to be provided by the Second Party.

- a) **Media Management Fees** – First Party shall pay to Second Party a fees for managing Online Media as per the slab applicable (SCHEDULE-1) to the separate agreement between JIIT, (Jaypee Edusphere) and Girnarsoft.

SCHEDULE-I

UNIPRO ONLINE MEDIA MANAGEMENT FEE

Column 1	Column 2
Jaypee Edusphere Online Media Spends through Unipro per month	Applicable Commission on Online Media spends
Up to 5 lakh per month	8%
5 to 15 lakh per month	7%
15 to 25 lakh per month	6%
Greater than 25 lakh per month	5%

The total Online Media spends by Jaypee Edusphere entitles for their various programs from time to time will be aggregated every month and depending on the total amount of online media consumed through Unipro, the commission as per Column 2 above shall be applied to the slab in which the total amount consumed falls in.

- b) **Lead Generation** platforms and budget from December 2026 to July 2027 is detailed below:

Sr No.	PLATFORMS	AMOUNT (Rs)
1	Google Search	26,60,000
2	Google Disp/Demand/Remark	1,90,000
3	Meta Conv./Remarketing	1,90,000
4	TOTAL	30,40,000

First Party at its sole discretion may change inter-se the amounts allocated to each head within the overall amount of Rs 30,40,000.

- c) **Success fee of INR 14,000/-** per admission will be given to second party over and above of the media spends and media management fees. No other manpower or any other fee/ charges will be applicable.



3.3 General Terms

- Google & Meta Media spends will be from Unipro's account (Girnarsoft Education Pvt. Ltd.)
- All the monthly invoices in the name of First Party from the Media Houses will be submitted by the Second Party and to be cleared within 15 days from date of receipt.

4. With reference to the above agreement, the payment terms will be as follows:

4.1 The First Party agrees to make payments as mentioned below:

- a) Month on Month invoicing shall be created, supported by monthly reports.
- b) First Party shall pay off the due amount in 15 days, from the date of receipt.
- c) First Party shall raise objection / if any issue with respect to invoice, within 3 days of invoice received at their end.
- d) The payment can be made in form of Net banking, Cheque, DD. The Cheque shall be made in favor of "Girnarsoft Education Services Private Limited".

4.2 The required bank details for online payment will be as follow:

Bank: HDFC

Account Name: GIRNARSOFT EDUCATION SERVICES PVT LTD

ACCOUNT NO: 50200073405737

IFSC CODE: HDFC0000622

5. TERMINATION

This Agreement will stand terminated under the following circumstances:

- (a) Through efflux of time;
- (b) For convenience by either party by serving a one-month notice;
- (c) If either party shall cease doing business, become insolvent or if a petition in bankruptcy shall be filed with respect to a party;
- (d) a sale or transfer to a non-affiliated third party of all or substantially all of the assets of any party on a consolidated basis in any transaction or series of related transactions;
- (e) Breach of any of the material terms of this Agreement, by serving a notice of 5 days for remedying the breach, if feasible.

6. CONFIDENTIALITY

This document, other documents concerning the SERVICES and all confidential information exchanged in accordance with the terms of Service are to be kept strictly confidential by the parties except to their advisors, on a need-to-know basis, for the purpose of implementing the transactions contemplated by this Agreement and to the extent that disclosure is required by



law. All symbols, logos, data, content, strategies and other intellectual capital of this Agreement would be kept strictly confidential by both the Parties. Each Lead generated on account of the First Party, shall be the exclusive property of the First Party and the same whether converted or not into admission shall not be used by the Second Party in any manner whatsoever to pursue any other business interest and same shall be shared by the Second Party with the First Party. The rights of the **First Party** under this and above provisions shall survive even after the termination of this Agreement.

7. GOVERNING LAW & JURISDICTION:

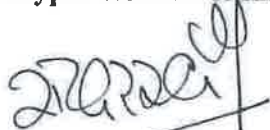
Any dispute arising out of this Agreement shall be settled amicably by the parties within one month from the date of dispute. However, if the parties fail to resolve the dispute, it shall be referred to and settled by a mutually appointed arbitrator. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The proceedings shall be in English and the seat and venue of the arbitration shall be **Noida / Delhi**.

This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of Noida /New Delhi. This Agreement is executed in English language which shall prevail over any translation thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

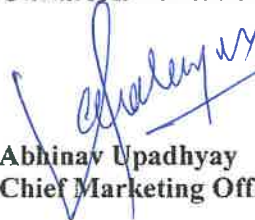
Jaypee Institute of Information Technology

Girnarsoft Education Services Pvt. Ltd



Col (Dr) Sharad Rastogi
Registrar

16 December 2025



Abhinav Upadhyay
Chief Marketing Officer

16 December 2025

