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219

Mr. Rahul Sharma,
K R Mangalam University,
Gurgaon Sohna Road, Sohna,
Gurugram, Haryana - 122103

20th March 2025

Dear Rahul Sharma,

Re: Fintech Program for the students of MBA-Fintech and Business Analytics Program for the students of BBA-Business Analytics at KR Mangalam University

Thank you for choosing **Ernst & Young Associates LLP** ("we" or "EY) to perform professional services (the "Services") for **K R Mangalam University** ("you" or "Client") run as business initiative under **Mangalam Edu Gate**. We appreciate the opportunity to assist you and look forward to working with you.

The attached Statement of Work (SOW) describes the scope of the Services, our fees for the Services, and any additional arrangements. The Services will be subject to the terms and conditions of this letter, including the attached SOW and General Terms and Conditions, and any other appendices (together, this "Agreement").

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to us at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us so that we can address any issues you identify before we begin to perform the Services.

Yours sincerely

For and on behalf of Ernst & Young Associates LLP

By:
Mohd. Furqan Warsi
Partner

For **K R Mangalam University,**

By:
Rahul Sharma
Registrar

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

Enclosed:

- Copy of this letter with all appendices for you to sign and return
- Appendix A - Statement of work
- Appendix B - General terms and conditions

Ernst & Young Associates LLP, a limited liability partnership with LLP identity No. AAB - 4321
Regd. Office : 6th Floor, Worldmark - 1, Asset Area 11, Hospitality District, Indira Gandhi International Airport, New Delhi - 110037, India

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Appendix - A
Statement of Work

This Statement of Work dated **20th March 2025** (this "SOW") is made by **Ernst & Young Associates LLP** ("we" or "EY) and **K R Mangalam University (Mangalam Edu Gate)** ("you" or "Client"), pursuant to the Agreement, dated **20th March 2025** (the "Agreement"), between **EY** and **K R Mangalam University (Mangalam Edu Gate),** ("you" or "Client") services as described below (the "Services").

Except as otherwise set forth in this SOW, this SOW incorporates by reference and is deemed to be a part of the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW pursuant to the Agreement and not to any other services. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

Scope of Services

The objective of our engagement is to provide training in Fintech Specialization modules for MBA-Fintech and Business Analytics modules for BBA- Business Analytics students respectively through classroom sessions to the designated students of **K R Mangalam University (Mangalam Edu Gate).** The total duration of the Fintech Program will be 240 hours and Business Analytics Program will be 240 hours as per mutually agreed schedule. The training will cover mutually agreed topics.

The programs will cover the following

- 40 hours of per paper delivery - 6 papers as specialization each program
- 2 Masterclass of total 4 hours in each program
- 4 projects with mentoring sessions in each program
- 1 interview preparation session at campus in each program

Subjects to be delivered by EY in Certificate program in Fintech

S. No	Name of the Subject	Hours
1	Digital Payments Evolution and Tools	40
2	Digital Lending	40
3	AI and ML Transforming Finance	40
4	WealthTech and InsureTech	40
5	Blockchain for Decentralised Finance	40
6	RegTech, SupTech, PropTech	40

Subjects to be delivered by EY in Certificate program in Analytics

S. No	Name of the Subject	Hours
1	Introduction to Data Analytics	40
2	Data Visualization	40
3	Machine Learning for Business	40
4	BlockChain	40
5	Predictive Analytics	40
6	Risk and Fraud Analytics	40

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We shall prepare and provide softcopy of the training presentation, and you shall accept that EY will be using its judgment when determining the contents of the presentation. The training will take place on the days and dates agreed between both the parties.

EY authorizes the client to mention EY as "Knowledge Partner" in the training program covered under this SOW. Any usage of EY logo or trademarks or service marks by **K R Mangalam University (Mangalam Edu Gate)** shall be only for the purposes of training programs under this Engagement Letter. The same logos can be used in all marketing collaterals developed by **K R Mangalam University (Mangalam Edu Gate)** or its sub-contractors only after clearance by EY on case-to-case basis.

Limitations on scope

We will not conclude on the appropriate accounting treatment based on specific facts or recommend which accounting policy/treatment you should select/adopt based on the training material that will be used.

The Services are advisory in nature **Ernst & Young Associates LLP** will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, or other form of assurance, as those terms are identified by the **International Auditing and Assurance Standards Board (IAASB).** Accordingly, we will not express any form of assurance on accounting matters, financial statements, or other financial information or internal controls as part of the Services.

The Services will not provide a formal or second opinion on the application of accounting principles as defined in Section 321 of the **International Federation of Accountants (IFAC)** Code of Ethics for Professional Accountants. The services are not designed to, and will not, provide any opinion as to whether the accounting policies identified by you comply with IFRS or Local GAAP. None of the Services or any Reports will constitute any legal opinion or legal advice.

The Services will not include procedures to detect fraud or illegal acts nor to identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Your specific obligations

The training, training material supplied, and statements made by EY trainers to the delegates attending the training are for educational purposes only and shall not constitute professional advice in any form. Nor can anything said or done by the EY trainers be relied upon as professional advice by either you, the trainees or anyone else.

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Presentation and hand-outs do not stand on their own and are not intended to be relied upon for giving professional advice. The presentation and handouts are meant for delegates of you attending the training only and you should not share, reproduce, transmit either wholly or in part without our prior permission. The agreement is for Classroom Sessions and EY does not allow the video recording of these sessions.

Best Endeavors are used to ensure that presentation and hand-outs, if any, are up to date when shared with you.

We draw your attention to the reservations set out in paragraph 7 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 7, your obligations under paragraphs 10, 11 and 12 and your representation, as of the date hereof, under paragraph 41 thereof.

You alone are responsible for any decisions that may be required to implement actions identified during the course of the Services, including decisions needed to appropriately apply IFRS and comply with applicable regulatory reporting requirements, including the determination of your accounting policies.

You alone are responsible for establishing and maintaining adequate internal control over financial reporting and the Services do not replace your responsibility for establishing the effectiveness of internal controls. In addition, you may not rely on us to draw to your attention matters that may be relevant as to whether or not your system of internal control is effective.

The nature of any assistance we provide will necessarily depend both on the amount of detail provided to us and the timescale within which the assistance is required.

Specific additional terms and conditions

After the completion of the Services, we may disclose or present to prospective clients, or include in our marketing materials, that we have performed Services for you, and we may use your name solely for that purpose in accordance with applicable professional obligations. Additionally, we may use your name, trademark, service mark, and logo as reasonably necessary to perform the Services and in correspondence, including proposals sent to you.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment any EY personnel involved in the performance of the Services, provided, that we/you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to us/you on their own initiative without direct encouragement from us/you.

Timetable

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services during the period from **April 2025 to July 2028**

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Contacts

You have identified Dr. Indira Bhardwaj as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Mr. Vishal Shrivastava

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally.

We estimate that the fees for our services will be INR 13,750/- per student per subject for a minimum of 60 students collectively for both the programs. In addition, the University shall reimburse INR 1,00,000/- for BBA Analytics and MBA FinTech program as a part of Out of Pocket expenses (OPE) incurred in connection with the performance of the services. Further, goods and service tax, surcharge and cess shall be charged as applicable.

We will invoice you in advance at the start of each semester for the modules to be covered in the respective semester The invoices are payable within 30 days of presentation.

Our estimate of the fees is based on our preliminary understanding of the scope of the Services and the representations Company personnel have made to us. Our estimates also are dependent upon the Company's personnel providing a reasonable level of assistance during the performance of the Services. In case of any significant variations from our expectation, we will discuss the same with you for modification or further arrangements.

Signatures

In witness whereof, the parties have executed this SOW as of the date set forth above.

For and on behalf of Ernst & Young Associates LLP

By:

Mohd. Furqan Warsi
Partner

For **K R Mangalam University,**

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

By:
Rahul Sharma
Registrar

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Appendix B
General terms and conditions

Structure

1. These General Terms and Conditions, together with the Cover Letter and any applicable Statement of Work and any annexes, form the contractual structure for the provision of Services by EY to Client.

2. For the purposes of this Agreement, "party" means either EY or Client.

3. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Work and any annexes thereto, (c) these General Terms and Conditions, and (d) other annexes to this Agreement.

Definitions

4. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Cover Letter or applicable Statement of Work. The following terms are defined as specified below:

(a) Client Affiliate" means an entity that controls, is controlled by, or is under common control with, Client.
(b) "Client Information" means information obtained by EY from Client or from a third party on Client's behalf.
(c) "Deliverables" means any advice, communications, information, technology or other content that EY provides under this Agreement.
(d) "EY Firm" means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
(e) "EY Persons" means EY's or any other EY Firm's subcontractors, members, shareholders, directors, officers, partners, principals or employees.
(f) "Internal Support Services" means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.

(g) "Personal Data" means Client Information relating to identified or identifiable natural persons.
(h) "Report" means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
(i) "Support Providers" means external service providers of EY and other EY Firms and their respective subcontractors.
(j) "Tax Advice" means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.

Provision of the Services

5. EY will provide the Services using reasonable skill and care and/or in accordance with applicable professional standards.

6. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain solely responsible to Client for the performance of the Services.

7. EY will act as an independent contractor and not as Client's employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services as well as the use and implementation of the Services and Deliverables.

8. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

9. Client Information will be accurate and complete in all material respects. EY will rely on Client Information, and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. The provision of Client Information (including Personal Data), resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

Deliverables

10. All Deliverables are intended for Client's use in accordance with the applicable Statement of Work under which they are provided.

11. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.

12. Unless otherwise provided for in a Statement of Work, Client may not disclose a Report (or any portion or summary of a Report), or refer to EY or to any other EY Firm or EY Person in connection with the Services, except:

(a) **to Client Affiliates** with EY's prior written consent, who may use it only as specified in such consent;

(b) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with the Services;

(c) to Client's statutory auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;

(d) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);

(e) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or

(f) to the extent it contains Tax Advice.

If Client discloses a Report (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent. Subject to the foregoing, Client is not prohibited by this Section **12** from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of, EY's or any other EY Firm's involvement in the development of such Deliverables, and (ii) Client assumes sole responsibility for such use and communication.

Limitations

13. As part of the parties' commercial arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under this Agreement):

(a) Neither party will be responsible for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, exemplary, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

(b) Client (and any others for whom Services are provided) may not recover from EY, in contract Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

(c) If EY is liable to Client (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, EY's liability to Client shall be several, and not joint, with such others, and shall be limited to EY's proportionate share of that total loss or damage, based on EY's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

imposed or agreed at any time shall affect any assessment of EY's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

(d) Client shall make any claim relating to the Services or otherwise under this Agreement no later than three years, after discovery of the cause of action in relation to such claim.

14. The limitations set out in Sections **13(a)** and **(d)** above will not apply to losses or damages caused by EY's **fraud or willful misconduct** or to the extent prohibited by applicable law or professional regulations.

15. Client (and any others for whom Services are provided under this Agreement) may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against EY.

No **Responsibility** to Third Parties

16. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client (or at Client's request) to a third party (including but not limited to permitted disclosures to third parties under Section 12), Client agrees to indemnify and hold EY, as well as the other EY Firms and the EY Persons, harmless against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure.

Intellectual Property Rights

17. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Statement of Work, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.

18. Client's right to use Deliverables under this Agreement arises following payment for the Services.

Confidentiality, Data Protection & Security

19. Except as otherwise permitted by this Agreement, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:

(a) is or becomes public other than through a breach of this Agreement;

(b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

(c) was known to the recipient at the time of disclosure or is thereafter created independently;

(d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or

(e) must be disclosed under applicable law, legal process or professional regulations.

20. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.

21. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Client Information, including any Personal Data, will be processed in accordance with applicable law, and appropriate technical and organizational security measures will be implemented to protect it. Transfer

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program, available at www.ey.com/bcr. Further information about EY's security measures and processing of Personal Data is available at www.ey.com/privacy.

22. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law, EY acts as an independent controller, and not as a processor under Client's control or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client's behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.

23. EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

24. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices or for their performance or compliance with Client requirements or applicable law.

25. To facilitate the performance of the Services, EY may provide access to, or otherwise make available, technology-enabled collaboration tools and platforms to Client personnel or third parties acting on Client's behalf or at Client's request. Client shall be responsible for all such persons' compliance with the terms applicable to the use of such tools and platforms.

Compliance

26. In connection with the performance of its respective rights and obligations under this Agreement, EY and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time concerning or relating to bribery or corruption.

Fees and Expenses Generally

27. Client shall pay EY's professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. Client shall also reimburse EY for other reasonable expenses incurred in performing the Services. EY's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY's income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following the date of each of EY's invoices.

28. EY may charge additional professional fees if events beyond its control (including Client's acts or omissions) affect EY's ability to perform the Services as agreed in the applicable Statement of Work or if Client asks EY to perform additional tasks.

29. If EY is required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, Client shall reimburse EY for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless EY is a party to the proceeding or the subject of the investigation.

Force Majeure

30. Neither party shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond such party's reasonable control.

Term and Termination

31. This Agreement applies to all Services whenever performed (including before the date of this Agreement or the applicable Statement of Work).

32. This Agreement shall terminate on the completion of the Services. Either party may terminate this Agreement, or any particular Services, upon 15 days' prior written notice to the other. In addition, EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

longer provide the Services in accordance with applicable law or professional obligations.

Except in case where EY has terminated this Agreement on the ground that it can no longer provide the Services in accordance with applicable law or professional obligation , in all other cases upon contract termination, the existing ongoing Batches will continue and both the parties shall be fully responsible to deliver their obligations under this Agreement for the ongoing Batches.

33. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of this Agreement, as well as any applicable termination fees set forth in the applicable Statement of Work.

Governing Law and Dispute Resolution

34. This Agreement, and any non-contractual matters or obligations arising out of it or the Services, shall be governed by, and construed in accordance with, the laws of republic of India.

35. Any dispute relating to this Agreement or the Services shall be subject to the exclusive jurisdiction of the courts at New Delhi in India, to which each party agrees to submit for these purposes.

Miscellaneous

36. This Agreement constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.

37. Each party may execute this Agreement, as well as any modifications to it, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement.

38. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client's competitors.

39. Neither party may assign any of its rights, obligations or claims under this Agreement, provided, however, that EY may assign or novate any of its rights and obligations under this Agreement in whole or in part to (i) any other EY Firm and/or (ii) any entity resulting from, or established as part of, a restructuring, sale or transfer of an EY Firm, in whole or in part, provided further that any such assignment or novation does not materially affect the continuity of the Services. EY shall provide Client with notice of any such assignment or novation.

40. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

41. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure may render the auditor to be deemed to be non-independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of this Agreement, that neither Client nor any of its affiliates has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.

42. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.

43. The limitations in Sections 13 and 15 and the provisions of Sections 16, 21, 23 and 38 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

44. The parties agree that the respective confidentiality obligations under this Agreement shall continue for a period of three years following the termination of this Agreement. The other provisions of this Agreement that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement.

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)