

Agreement for Mutual Cooperation

JAIN(Deemed-to-be University) (hereinafter referred to as "**A**") and **Zenken India LLP** (hereinafter referred to as "**B**") will conclude the following agreement (hereinafter referred to as "this Agreement") as follows.

Article 1 (Purpose)

This Agreement is to state that B along with A will jointly support placement opportunities for A's students, graduates and others interested in finding employment in Japan (hereinafter collectively referred to as "students, etc.") focusing on international placement opportunities in Japan. In accordance with each provision of this Agreement, A and B shall cooperate with each other, comply with faith and fulfill the contract in good faith.

Article 2 (Roles of B)

Provide the following activities on campus in order for the students, etc. to acquire career opportunities in Japan.

1. Provide the information and educational services on Japanese culture, language, business and business skills
2. Provide web-based educational contents and tests focusing on career opportunities in Japan
3. Provide a matching service between Japanese companies and the students, etc. regarding job and internships in Japan
4. Plan and manage recruiting activities on campus focused on such subjects as corporate presentations and interviews

Article 3 (Roles of A)

Provide the following support for B in order to achieve the goals of this collaboration.

1. Support B in setting up an incubation center on campus which focuses on the development of technology skills to increase job opportunities in Japan.
2. Support B in providing a suitable environment/ facilities where students can take web-based placement tests as well as job interviews with the companies from Japan.
3. Support B in providing any and all documents related to the visa application process.



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4. Support B in aligning with the A's placement office and department.
5. Support B in developing jointly the special curriculum or seminars focusing on job opportunities in Japan.
6. A authorizes B to use A's name, logo, photos, etc. for B's publications including but not limited to flyers, brochures, websites and other materials.

Article 4 (Others)

1. A shall acknowledge that B would employ the student, etc. in advance.
2. A ensures that the operation of job placement activity for companies in Japan, and other similar activities, be carried out through B, Zenken Corporation, and other corporations designated by B, and that A shall not carry out similar activities with other corporations.

Article 5 (Compensation for Damages)

When A or B give damages to the other party due to reasons attributable to their own responsibility, they shall assume the responsibility to compensate for the damages.

Article 6 (Confidentiality)

1. A and B shall hold in strict confidence, and shall not disclose, directly or indirectly, to any third party or make a publication of any technical, economic, financial, marketing or other information received or discerned pursuant to this Agreement without prior written approval of the disclosing party. A and B should keep as confidential all information in the job placement activity such as job description and company information.
2. A cannot use personal information (including images and visuals) of employees of B and those of Japanese companies introduced by B without B's prior consent.

Article 7 (Exclusion of Anti-Social Forces)

1. "Anti-Social Forces" means:
 - (1) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or
 - (2) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by



spreading false rumors or by the use of fraudulent, or any other equivalent actions of above.

2. A and B represents and warrants that is not a person who has fallen and shall not fall under any of the followings:

- (1) The Anti-Social Forces;
- (2) A person having such relationship with the Anti-Social Forces that shows the
Anti-Social Forces' substantial involvement in the person's management;
- (3) A person having such relationship with the Anti-Social Forces that shows
reliance on the Anti-Social Forces;
- (4) A person who cooperate and is involved with the maintenance or operation
of
any Anti-Social Forces by providing funding to any Anti-Social Forces or
any
similar act; or
- (5) A person who is engaged in socially condemnable relationship with the
Anti-Social Forces.

3. A and B shall be entitled to terminate this contract and request for the damages without any notice and any and all obligations of the party owed to the other party shall become due and payable and the other party shall immediately repay such obligations, if the other party breached the representations and warranties in the preceding clause.

Article 8 (No assignment)

This Agreement shall not be assigned without prior written authorization by the other party to this Agreement. The duties under this Agreement shall not be delegated to other parties.

Article 9 (Duration)

The term of this Agreement shall be one (1) year from the execution of this Agreement. Thereafter, this Agreement shall be extended automatically for successive periods of one (1) year each unless either party gives the other party notice of non-extension in writing at least sixty(60) days prior to the expiration of the original or any extended term of this Agreement.

Article 10 (Good Faith Negotiation)



All doubts or differences in connection with this Agreement shall be settled through good faith negotiation between the parties.

Article 11 (Arbitration)

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be settled through mutual consultation. Disputes which are not settled mutually shall be resolved in accordance with the Indian "Arbitration and Conciliation Act, 1996".

26th June 2019

A **Dr. N V H Krishnan**



Registrar, JAIN(Deemed-to-be University)

91/2, Dr. A N Krishna Rao Road,

Basavangudi, Bangalore – 560 004, India

B **Yuichi Kimura**



CEO, Zenken India LLP

2nd Floor, Uniworth Plaza 20, Sankey Road,

Bangalore 560 020, India



Jain Group of Institutions



Addendum

Memorandum of Understanding (MOU)

Between

JGI - JAIN Group

[All institutions under JAIN Group of Institution]

- JAIN University Trust - JAIN (Deemed-to-be University)
- Shri Bhagwan Mahaveer Jain Educational and Cultural Trust (SBMJECT) Represented by,
Colleges other Institutions
- Arka Educational and Cultural Trust (AECT) Represented by,
Arka Jain University
Jain College and other campuses.
Here in after known as JGI - JAIN Group

And

Zenken India LLP

The MoU signed on 26th June 2019 is extended between **JGI -JAIN Group and Zenken India LLP**

Validity: This extension of MOU shall be operational upon signing for a duration as prescribed for the original MOU with the JAIN (Deemed-to-be University).

Summary & Scope of the MOU: Provide the following activities on campus in order for the students, etc. to acquire career opportunities in Japan.

1. Provide the information and educational services on Japanese culture, language, business and business skills.
2. Provide web-based educational contents and tests focusing on career opportunities in Japan.

3. Provide a matching service between Japanese companies and the students, etc. regarding job and internships in Japan.
4. Plan and manage recruiting activities on campus focused on such subjects as corporate presentations and interviews.
5. As per requirement conduct FDP, MDP programmes, assist in Guest Lectures, Seminars, Workshops etc.

For Zenken India LLP.



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Yuichi Kimura
CEO, Zenken India LLP
30-August-2019
For JAIN Group of Institutions,



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Dr. Chenraj Roychand
Founder & Chairman
JGI- JAIN Group
30-August- 2019