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www.silverpeakglobal.com

Date: 5/3/18

Dear Vivek Singh

Subject: Provisional Letter of Offer to the Japanese Language Program – Level N5 in India

Greetings from Silver Peak!

Congratulations on clearing the Japanese Career Eligibility Test (JCET)!

We welcome you to take the first step towards a career in Japan. Learning the Japanese Language opens career opportunities in Japan and Japanese Organisations across the globe. Kindly note that this is a Provisional Letter of Offer for the Japanese Language Program – Level N5 and entry into the program is subject to you successfully clearing your registration process.

The registration process for the Japanese Language Program is as below –

- The registration cost for the program is - Rs. 35,000/- (GST @ 18% is extra)
- The registration form is available for download at www.silverpeakglobal.com
- Courier or hand-deliver the filled-out application to - SilverPeak Global Pvt. Ltd., #41, 1st Floor, 8th E Main, Jayanagar 4th Block, Bangalore 560011
- The registration amount will have to be paid within 10 days from the release of this provisional Letter of offer.
- The JLP - N5 classes will commence from July 2018.
- The duration of the program shall be between 250-300 Hrs and shall include the training in the Japanese Culture. You shall be intimated about the exact venue and the timings before commencement of the JLP-N5.

Your remittances towards registration to the JLP - N5 can be made online or deposited at the nearest Axis Bank Branch to –

Organization: SilverPeak Global Pvt. Ltd.,
Bank & Branch Name: Axis Bank, RBI Layout Branch
Account Number: 916020060833295
IFSC Code: UTIB0001185

* Note: Don't forget to provide us with proof of deposit for us to raise a receipt.

The process after registration to the JLP - N5 and the payment schedule is attached as "Annexure".

We welcome you once again and wish to see you achieving great success in life!

Best Regards,


Deepa

Admin-Manager
SilverPeak Global Pvt. Ltd.

CIN U74999KA2016PTC096793

SilverPeak Global Pvt. Ltd.

#41, 1st Floor, 8th E Main, Jayanagar 4th Block, Bangalore 560 011

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INDIA . JAPAN . SOUTH KOREA . NEPAL . SRI LANKA . PHILIPPINES



silverpeak
CAREERS IN JAPAN

Registration for October 2018 – Graduates and Engineers

Registration Process:

- After your registration to the Japanese Language Program (JLP) - N5, you shall apply to the College/ University in Japan wherein, you will undertake the JLP - N4 and N3.
- The application process enables you to apply for the October 2018 batch.
- A Letter of Offer shall be made to you by the respective College/ University after which, your "Student Visa" Process shall commence.
- On successfully obtaining your Visa and clearance of the JLP - N5, you will fly to Japan to the College/ University which has been allocated to you to study the JLP.
- Simultaneously, you shall be assisted by the Japanese College/ University to find a "Part-Time Job" to be undertaken alongside your JLP (within 90 days from your arrival in Japan). The Part-time Job may not be a technical Job.
- Your final placement is subject to you clearing your Japanese Language Program – N5, N4 and N3, your proficiency of the Japanese Language and you clearing the Job Interview. Assistance for the Final Job shall be made by the respective College/ University in Japan. Your final Job may require you to work in Japan/ Japanese organisation anywhere in the world.
- The applicant needs to fill-up the application form, read and understand the "Educational Advisory Services Agreement" and thereby sign and accept the terms and conditions at the time of application.

The payment schedule shall be as follows –

Event / Description	Amount	With 18%GST	Description and Dates
Registration fees on acceptance of "Letter of Offer"	Rs. 35,000/-	Rs. 41,300/-	Immediate
Application and Document filing	Rs. 60,000/-	Rs. 70,800/-	15 days from date of Registration
Visa Documentation + Flight Charges (India to Japan)	Rs. 75,000/-	Rs. 88,500/-	July 10, 2018
Language Class & Processing fees	Rs. 1,50,000/-	Rs. 1,77,000/-	August 14, 2018
Fees to the University/ Institute in Japan		JPY 15,40,000/-	September 15, 2018

Important Dates

Language Course – N5 Commencement date	July 02, 2018
Pre-departure Orientation	August 31, 2018
Date of departure to Japan	October 15, 2018
Orientation	October 16 to 19, 2018
Commencement of the N4 & N3 Course in Japan	October 22, 2018

All payments are to be made through NEFT or Demand Draft.

Account Name: SilverPeak Global Pvt. Ltd.,

Bank Name: Axis Bank, RBI Layout Branch, Bangalore 560078

Account No.: 916020060833295

IFSC Code: UTIB0001185





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is executed and entered on this the 14th Day of December 2018 at Hyderabad.

BETWEEN

Arrow Knowledge Services Private Limited a company incorporated under the companies act 2013, having its office at Plot #365, Pragathi Nagar, Hyderabad - 500090 and represented by its Chief Executive Officer, Mr. Raghuram S which expression unless repugnant to the context or the meaning thereof shall mean and include its permitted assignees and successors in office of the One Part and here in after referred to as "Training and Placement Associate - TPA".

AND

RG Kedia College of Commerce, an INSTITUTE affiliated to Osmania University, and having its office at 3-1-336, Opp to New Chandrabhat Bridge, Esamia Bazaar, Hyderabad - 500027 represented through its Director, Dr. D.V.G. Krishna (hereinafter referred to as "INSTITUTE") which expression unless repugnant to the context or the meaning thereof shall mean and include its permitted assignees and successors in office and permitted assignees of the Other Part.

The terms TPA and INSTITUTE shall be referred to as such, individually as Party and collectively as Parties.

WHEREAS

1. TPA is a leading education, IT Solutions and training company offering a range of services that include creating educational and training solutions of global relevance, designing and executing large learning initiatives and providing job opportunities to the trained students.
2. The INSTITUTE is engaged providing Graduation and Post Graduation education to the youth interested in pursuing professional careers in the streams of Commerce, Management, Computer Science and I.A.W.
3. The TPA is interested to provide training programs to the students of the INSTITUTE and INSTITUTE has confirmed its acceptance to enter into this MoU with TPA.
4. The parties desire to enter into MoU so as to offer customized, Career oriented training programs in the core domains of respective candidates for which both the Parties shall deploy their core competencies.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AIM:

The aim of this MoU is to impart training to the candidates selected and make them employable by the industry.

2. RESPONSIBILITIES OF THE TPA:

1. TPA shall be responsible to provide suitable training with requisite and suitable inputs which shall be adequate to the students to become employable by the industry.
2. TPA shall be responsible for arranging Industry experts as Trainers and subsequent curriculum, material and session plan in order to deliver training.
3. TPA shall provide required administrative support for the smooth conduct of the programs by placing skilled and certified manpower in the specified roles.
4. TPA shall be responsible to participate in the process of assessment of aptitude of the candidates during selection for training. TPA shall follow the procedures of training and placements.
5. TPA shall be responsible to supervise the training program and to ensure that necessary steps are taken to (a) create awareness of importance of the training to the candidates and (b) monitor participation of the candidates for training.
6. TPA shall be responsible to ensure high quality and timely delivery of training as per specifications determined by INSTITUTE and in line with Training schedule accepted by both parties here under.

3. TRAINING:

- a) TPA shall plan programs which are beneficial to underprivileged and financially backward candidates so give them competitive advantage with the other privileged candidates.

4. TRAINING VENUE:

- a) The INSTITUTE will arrange suitable classrooms and labs as per the proposals submitted independently for each domain requirements of the trainings.
- b) It shall be the responsibility of the INSTITUTE to maintain the venuetraining center and other supporting infrastructure in good and operable condition in sync with the training requirements that are proposed in the domain specific proposals annexed along with this proposal.
- c) The INSTITUTE shall be responsible to meet all expenses in terms of electricity, security, and training related consumables, etc.

7. FINANCIAL CONSIDERATION

- a. Revenues: Most of the programs subsidized training programs either through CSR funding, Government initiatives or Sponsored from Industry.
- b. In the event of programs not being sponsored/ funded by any other source, then the TPA and Institute arrive at a costing favorable to students.

8. Law & Jurisdiction:

This AGREEMENT and the terms hereof shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Hyderabad, India.

9. TERMINATION: Both parties can terminate this agreement on mutual consent.

Confidentiality:

None of the parties shall divulge to any person (other than those whose province it is to know it or with proper authority) or use for any purpose any of the trade secrets or confidential information (As defined herein below) or any financial or trading information relating to other party, which it acquires as a result of entering into this agreement or otherwise.

7. ASSIGNMENT

Neither Party shall be entitled to assign the benefit or obligation of any provision of this Agreement to any third Party, save and except with the prior written consent of other Party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

For Arrow Knowledge Services Pvt Ltd

For RG Kedia College of Commerce

Authorized Signatory
Name: SRAGHURAM

Title: CHIEF EXECUTIVE OFFICER

Witness:

1. [Signature]

Authorized Signatory

Name:

Title:

Witness:

2.





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed and entered on this the 18th Day of December 2018 at Hyderabad.

BETWEEN

MOUKTH Consulting Services Private Limited a company incorporated under the Companies Act, 2013, having its office at Plot 184, Phase-1, Karim 18BC Madhapur, Hyderabad - 500011 and represented by its Chief Technical Officer, Mr. Kishore Kumar Reddy who represents and appears to the content of the training form and includes its personnel assigned and successors in office of the One Part and here in after referred to as "Training and Placement Associate - TPA"

AND

RG Konda College of Commerce, an INSTITUTE affiliated to Osmania University, and having its office at 5-1-356, Opp to New Chakraborty Bridge, Easton Bazaar, Hyderabad - 500011 represented through its Director, Dr. B.V.L. Krishna (hereinafter referred to as "INSTITUTE") which represents and appears to the content of the training form and includes its personnel assigned and successors in office and permitted assigns of the Other Part.

The above TPA and INSTITUTE shall be referred to as each, individually as Party and collectively as Parties.

WHEREAS

- 1. TPA is a leading education, IT Solutions and training company offering a range of services that include creating educational and training solutions of global relevance, designing and executing large learning initiatives and providing job opportunities to the trained students.
2. The INSTITUTE is engaged providing Graduate and Post Graduate education in the fields concerned in providing professional courses in the streams of Commerce, Management, Computer Science and LAW.
3. The TPA is interested to provide training programs to the students of the INSTITUTE and INSTITUTE has confirmed its acceptance to enter into this MOU with TPA.
4. The parties desire to enter into MOU so as to offer continued, Career oriented training programs in the core domains of respective candidates for which both the Parties shall deploy their core competencies.

4. PLACEMENT OF CANDIDATES:

(i) Identification & Selection of candidates:

The identification of candidates shall be done based on following criteria: The candidates shall:

- 1. Have completed minimum education qualification as required for Job Opportunities indicated by TPA.
2. In addition to ensuring the above criteria, the selection of the candidates should also be based on the specific qualifications/requirements as per the Employing organization requirements. INSTITUTE and the TPA will verify the attributes by administering a pre-assignment test.
3. All the placements shall be completed within 30 days from the date of completion of training.
4. Assessment of candidates: To ensure that training is imparted to meet the desired quality standards, a process of assessment would be adopted by TPA exclusively before putting the candidates before employing candidates.
5. Placement: The TPA shall provide jobs in the organizations or companies that operate in the same domain and at the same level as proposed during the trainee selection during the independent proposals. Placement of all contents of the training program under the agreement unless that a candidate shall be retained with all possible practical application of theory that he learns during his graduation and during the training and joins a company and works there.
6. Institute accepts to arrange Stay and Local Transport if needed to be provided to the trainees from the organizations who are arranged to allow employment to Institute's students post training.

5. TRAINING VENUE:

- (i) The INSTITUTE will arrange suitable classrooms and labs as per the proposals submitted independently for each domain requirements of the trainings.
(ii) It shall be the responsibility of the INSTITUTE to maintain the venue/training center and other supporting infrastructure in good and suitable condition in line with the training requirements that are proposed in the domain specific proposals assessed along with this proposal.
(iii) The INSTITUTE shall be responsible to meet all expenses in terms of electricity, security, and training related consumables, etc.

7. FINANCIAL CONSIDERATION

- a. Revenue: Training Fee shall be decided on case to case basis based on the purpose and man hours of the training programme.

NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AIM:

The aim of this MOU is to impart training to the candidates selected and make them employable by the industry.

2. RESPONSIBILITIES OF THE TPA:

- 1. TPA shall be responsible to provide suitable training with requisite and suitable inputs which shall be adequate to the students to become employable by the industry.
2. TPA shall be responsible for arranging industry experts as Trainers and subsequent correction, material and revision plan in order to deliver training.
3. TPA shall deliver Theory and Practical classes enclosed to the training. TPA shall also provide required Training and Learning Materials that are needed for the training obtained for students of the INSTITUTE.
4. TPA shall provide required administrative support for the smooth conduct of the programs by placing skilled and certified manpower in the specified roles.
5. TPA shall be responsible to participate in the process of assessment of aptitude of the candidates during selection for training. TPA shall follow the procedure of training and placements.
6. TPA shall be responsible to supervise the training program and to ensure that necessary steps are taken to give timely awareness of importance of the training to the candidates and (ii) monitor participation of the candidates for training.
7. TPA shall be responsible to ensure high quality and timely delivery of training as per specifications determined by INSTITUTE and in line with Training schedule accepted by both parties here under.
8. TPA shall provide assistance with placements/self-employment for the successful candidates and monitor them and provide assistance into placement.
9. TPA shall be wholly and solely responsible for any disputes arising with trainees owing to administrative issues.
3. TRAINING:
4(i) The program for training would include theory and practical sessions leading the students to apply the knowledge that they gain during the academics.
(ii) One day orientation programme on industry specific aspects shall be provided through Senior Industrial experts on all the Sundays. Institute shall coordinate and cooperate for full attendance on these to make students more equipped.

b. All payments made under this Agreement shall be subject to applicable taxes and the Parties shall be entitled to use deduction as covers. The payments have to be made through NEFT/RTGS in the name of MOUKTH CONSULTING SERVICES PRIVATE LIMITED to the following account details.

8. Law & Jurisdiction:

This AGREEMENT and the terms hereof shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Hyderabad, India.

9. TERMINATION: Both parties can terminate this agreement on mutual consent.

Confidentiality:

None of the parties shall divulge to any person (other than those whose presence it is known or with proper authority) or used for any purpose any of the trade secrets or confidential information (as defined herein before) or any financial or trading information relating to other party, which is acquired as a result of entering into this agreement or otherwise.

10. ASSIGNMENT:

Neither Party shall be entitled to assign the benefits or obligations of any provision of this Agreement to any third Party, and in doing so the prior written consent of other Party. IN WITNESS WHEREOF THE PARTIES HEREOF HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

For Moukth Consulting Services Private Limited

Authorized Signatory

Name: S. Rajaram

Title: C.T.O

Witness: [Signature]

For RG Konda College of Commerce

Authorized Signatory

Name:

Title:

Witness: