भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AT 938868

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made on the .....21st APRIL........, 2026 and entered into:

By and Between

FINX Institute Private Limited (formerly BSE Institute Limited), a Company incorporated under the Companies Act 1956, having its registered office at Plot no – 112, 1st Floor, Above Tata Croma, Near Sion Circle, Sion (E), Mumbai 400022, India (hereinafter referred to as "**FINX Institute**") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **One Part**.

And

Victoria Institution (College), hereinafter referred to as Victoria Institution College is one of the oldest undergraduate women's college affiliated to the university of Calcutta. Since its inception in 1932, the mission of college has always been to empower women through and inculcate in them a spirit of resilience and self-reliance. The Registered office address is 78-B, A.P.C. Road, Kolkata-700009.

FINX Institute and **Victoria Institution College** shall hereinafter be also jointly referred to as the "Parties" and severally as the "Party".

AND WHEREAS the parties of the first and second party have appreciated each other's objectives in promoting excellence, inter alia, in education in the common area of interest and are desirous of entering into an agreement for mutual benefit. They wish to come together for delivery and dissemination of vocational education in BFSI (Banking, Financial Services and Insurance).

FINX INSTITUTE PRIVATE LIMITED (FORMERLY BSE INSTITUTE LTD.) KOLKATA

VICTORIA INSTITUTION COLLEGE 78B, A.P.C. Road Kolkata-9

07 AUG 2025

NO. 2961 DATE.............. RS. 100/-

NAME. FINX Institute Ltd formaly B.S.E Institute Kolkata

ADDRESS. 22 Camac St Kol 20

ALIPORE JUDGES COURT

A. K. SAMAJPATI

VENDOR SIGNATURE

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. PROGRAM DETAILS:

1.1 **Program Name and Duration**

Program Name	Duration	Course Fees (Including GST)
Practical Training on Financial Market (PTFM-I)	**30 Hrs**	**Rs 2999/-**
Practical Training on Financial Markets (PTFM-II)	**60 Hrs**	**Rs 4499/-**

1.2 FINX Institute and Victoria Institution College may add more programs from time to time during the period of Agreement. The parties shall mutually discuss the details of the course/program before the launch of the course/program.

2. BATCH SIZE:

To have financial feasibility for FINX Institute and Victoria Institution college, the parties agree to attempt a composition of batch of at least 50 students and 2 batches (June-July and Nov-Dec) per Academic year.
In case the composition of batch size is less than 50 then commencement of batch will be subject to mutual discussion between the parties on financial feasibility. If the batch size is below 30 then the training program will be conducted in online mode.

3. FACULTY AND SUPPORT STAFF

FINX Institute will appoint the Faculty Coordinator on appropriate remuneration for the purpose of conducting the program.

4. FINANCIAL:

1. FINX Institute will collect INR 2,999/- Two Thousand and Nine Hundred Ninety-Nine Only for the 30-Hours.
2. FINX Institute will collect INR 4,499/- Four Thousand and Four Hundred Ninety-Nine Only for the 60-Hours.

It is hereby clarified that FINX Institute shall commence the program only upon receipt of upfront payment as mentioned herein above.
The Program shall commence only upon receipt of **full upfront payment** from the enrolled students.

"All enrolled students shall complete full payment of the Program fee at least **5 (five) working days prior to the commencement of the batch.** FINX reserves the right to

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deny participation to any student who has not completed payment within the stipulated timeline."

5. RIGHTS AND OBLIGATIONS OF FINX INSTITUTE & VICTORIA INSTITUTION COLLEGE.

It is mutually agreed between FINX Institute & Victoria Institution College that they shall have the following rights and obligations for the purpose of this agreement:

5.1. Role and Responsibilities of FINX Institute:

a. To design and develop content and teaching material for the program.
b. To provide FinX's certified trainers for conducting the training program.
c. To conduct presentation to evaluate students enrolled under the program.
d. To undertake regular audits for execution of program.
e. To evaluate feedback from students and Issue certificate after Training and Evaluation.
f. To support the college in conducting promotional seminars, and counseling sessions.
g. To nominate a Single Point of Contact for day-to-day work.
h. Certificate will be provided to successfully course completed Students only with minimum of 80% attendance for FINX Institute Private Limited formerly BSE Institute Limited Classes.

5.2 Role and Responsibilities of Victoria Institution College:

a) To inform the course amongst the students.
b) To monitor and help minimum number of students per batch as agreed.
c) To provide uninterrupted internet access in classroom and Computer lab with adequate bandwidth.
d) To monitor admissions of students for the program.
e) To provide necessary infrastructure for conducting ILT, webinar and exam.
f) To make available assessors for assessment of projects done by students.
g) To undertake regular audits for execution of program.
h) To evaluate feedback from students.
i) To nominate a member as single point of contact for day-to-day work.

6. Course Outline
FINX Institute shall prepare a detailed course outline and send it to Victoria Institution College. FINX Institute shall provide each candidate with the detailed course outline at the commencement of the program.

7. Faculty
The faculty for the program shall be arranged by FINX Institute in consultation with Victoria Institution College. FINX Institute shall share the details of the faculty members with Victoria Institution College faculty in-charge for the purpose of coordination of the course.

Suparna Roy Chowdhury

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8. Course schedule
The course schedule i.e., the lecture schedule shall be prepared by FINX Institute in consultation with Victoria Institution College the same shall be shared with candidates at the commencement of the course.

9. Course material
FINX Institute shall provide the notes which is to be given to candidates during the training program.

10. Infrastructure
The Victoria Institution College shall provide all the infrastructural facilities for conducting the program in Victoria Institution (College) campus including a classroom with projector screen for conducting the lectures.

11. Candidate details
Victoria Institution College shall provide to FINX Institute complete details of the candidates within 15 days of the closure of admission. Admissions shall usually close before commencement of the course.

12. Faculty Coordinator and support staff
Victoria Institution College shall appoint a Faculty Coordinator. The faculty coordinator shall help in scheduling of classes, help the guest faculty in conducting the classes and arrange seminars for awareness creation purpose.

13. Promotional activity
Victoria Institution College shall help FINX Institute for the information of the course by sending mails, brochures and assisting in organizing introductory seminar. However, Victoria Institution College shall not use the name, logo or any other thing related to FINX Institute without its prior approval.

14. Course examination
FINX Institute shall be responsible for setting question papers and assignments for the purpose of examination. FINX Institute shall also get the same evaluation by the subject experts. The exams will be conducted by FINX Institute at Victoria Institution College Campus.

15. INTELLECTUAL PROPERTY RIGHTS
Victoria Institution College shall not use the name or logo of FINX Institute without their written consent. Similarly, FINX Institute shall not use the name or logo of Victoria Institution College without the Victoria Institution College's written consent. Victoria Institution College shall not have any copyright on the study material of the course prepared and distributed by FinX Institute.

It is agreed between Victoria Institution College and FINX Institute that neither party during this agreement shall desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary. Victoria Institution College may use the logo and name of FINX Institute for the purposes of this course only by taking prior written permission from FINX Institute for every such use.

All course material, content, training modules, recordings and intellectual property shall remain the sole and exclusive property of FINX.
The College shall not reproduce, distribute, record or reuse any content without prior written consent of FINX.

Suparna Roy Chowdhury

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16. Confidentiality

Each Party agrees to keep confidential all information, including but not limited to business, financial, student data, and course content ("Confidential Information"), received from the other Party and shall not disclose or use the same except for the purpose of this Agreement without prior written consent.
This obligation shall not apply to information that is public, already known, or required to be disclosed by law.
Upon termination, all Confidential Information shall be returned or destroyed. This clause shall survive termination of the Agreement for a period of **three (3) years**.

17. TERM

This agreement shall remain in force for 5 years and the commercials can be revised after 1 year and it is renewed for another term with new terms and conditions (if any) as mutually agreed by the parties.

18. TERMINATION

Breach of this agreement by either of the parties shall terminate this agreement. In addition to this, it is mutually agreed between Victoria Institution College and FINX Institute that either party can give prior notice of 30 days to terminate the contract. It is further agreed between the parties that irrespective of the termination of the contract, if the course is in progress, it shall be obligatory on the part of Victoria Institution College and FINX Institute to ensure the completion of the course according to the above-mentioned terms and conditions.

19. FORCE MAJEURE.

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay or both are caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, epidemics or pandemics, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the timeliest means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However, the Party claiming such event shall take all necessary steps to mitigate the delay so caused despite such Force Majeure Event. In such an event, FINX Institute reserves the right to shift the Program to online mode without any liability.

20. DISPUTE RESOLUTION

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, FINX Institute and Victoria Institution College shall attempt for a period of 30 days after receipt of notice by the other Party of

FINX INSTITUTE PRIVATE LIMITED (FORMERLY BSE INSTITUTE LTD.) KOLKATA

VICTORIA INSTITUTION COLLEGE 78B, A.P.C. Road Kol-9 the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties. All disputes, differences or questions arising out of this agreement including the interpretation of the terms herein or regarding the obligations, failure or breach of any terms thereof by either of the party under this agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an arbitrator. The place of arbitration shall be mutually decided between the parties hereto. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

21. **Limitation of Liability**

Notwithstanding anything contained in this Agreement, FINX Institute shall not be liable for any indirect, incidental, special or consequential damages, including but not limited to loss of profits, loss of reputation, loss of data or business interruption, arising out of or in connection with this Agreement or the Program.
The total aggregate liability of FINX Institute, whether arising in contract, tort (including negligence) or otherwise, shall not exceed the total fees actually received by FINX Institute under this Agreement for the relevant Program.

22. **Indemnity**

The College shall indemnify, defend and hold harmless FINX Institute, its directors, employees and representatives from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of:
a) Any breach of this Agreement by the College
b) Failure to comply with applicable laws or regulations
c) Any misrepresentation made to students regarding the Program
d) Any deficiency in infrastructure, facilities or services provided by the College

FINX shall not be liable for any claims arising due to acts or omissions of the College.

23. GOVERNING LAW/ JURISDICTION:
The laws of India shall govern this Agreement. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this Agreement.

24. NO PARTNERSHIP OR AGENCY
During the period of this Agreement the relationship of the Parties are of independent contractors. It is hereby understood and agreed that this Agreement is on a Principal-to-Principal basis.

25. NOTICES:
All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective Parties as follows:
All notices shall be in writing and may be sent via registered post, courier, or email to the designated addresses.

To **FINX Institute Private Limited formerly BSE Institute Limited:**
Ms. Chetna Mehta, Legal and Compliance, FINX Institute Private Limited formerly BSE Institute Limited, Plot no – 112, 1st Floor, Above Tata Croma, Near Sion Circle, Sion (E), Mumbai 400 022, India.

To **Victoria Institution (College):**

Dr. Chhotelal Chouhan, Associate Professor, Department of Commerce, Victoria Institution (college), Kolkata-700009

Or to such other person or address as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by registered letter, fax, or telegram.

IN WITNESS WHEREOF both the Parties through their duly authorized representatives signed this Agreement on **this** .21st APRIL...... **2026.**

SIGNED and DELIVERED for and on behalf of FINX Institute Private Limited formerly BSE Institute Limited	**SIGNED and DELIVERED for and on behalf of Victoria (Institute) College**
Suparno Roy FINX INSTITUTE PRIVATE LIMITED (FORMERLY BSE INSTITUTE LTD.) KOLKATA Authorized Signatory Name: Mr Suparno Roy Choudhury Title: Regional Head - East	21/04/2026 Dr. Maitreyi Ray Kanjilal Principal VICTORIA INSTITUTION (College) Authorized Signatory Name: Dr. Maitreyi Ray Kanjilal Title: Principal
In Presence of Witness:	**In Presence of Witness:**
Manish Kushwaha FINX INSTITUTE PRIVATE LIMITED (FORMERLY BSE INSTITUTE LTD.) KOLKATA Name: Mr. Manish Kushwaha Title: Regional Manager - Kolkata	S. 21/4/26 IQAC Coordinator Victoria Institution (College) Name: Dr. Sumallya Karmakar Title : IQAC Co-Ordinator
In Presence of Witness:	**In Presence of Witness:**
Kiran Kumari FINX INSTITUTE PRIVATE LIMITED (FORMERLY BSE INSTITUTE LTD.) KOLKATA Name: Ms Kiran Kumari Majumder Title: Associate Manager	Debjani Das (Ghosh) Name: Dr. Debjani Das (Ghosh) 21/4/26 Title: Associate Professor, GB Member VICTORIA INSTITUTION COLLEGE 78B, A.P.C. Road Kolkata-9