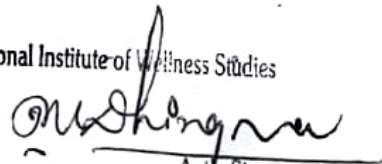


AGREEMENT

This Agreement (herein referred to as the "Agreement") entered into this day 26th March 2013 between **International Institute of Wellness Studies (IIWS)**, a venture of **Pevonia USA**, an **Institution imparting and offering educational courses located at , Plot No.F-6, Sector-BZP, Greater Noida and having its Corporate Office at BC-15, 1st Floor, Advant IT Park, Sector-142, Express Highway, NOIDA (NCR) -201301**, represented by its Head-Academy **Mr.Manav Dhingra** (hereinafter referred to as the "PARTY OF THE FIRST PART" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) **and the Government of Arunachal Pradesh** represented by the Secretary (Industry) (hereinafter referred to as "PARTY OF THE SECOND PART") which expression shall



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unless repugnant to the context or meaning thereof include its successors and assigns) of the Second Part.

AND WHEREAS, the party of the First Part to this agreement is an Institution in Beauty, Hair, Make Up, Nail Art, Spa Therapy and Sports & Fitness Instructor's Training with all modern facilities functioning at Noida (U.P.) & Gurgaon (Haryana).

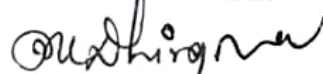
AND WHEREAS the Party of the First Part is currently focusing to produce highly trained and skilled professionals confident to deliver world-class services to clients in today's rapidly growing wellness industry.

AND WHEREAS the Party of the Second Part has the financial means and desire to support 200 aspiring students from Arunachal Pradesh to



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join the institute for vocational training for Skill Development and employment purposes.

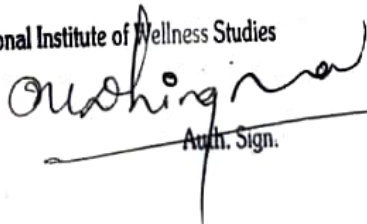
AND WHEREAS the Party of the First Part presented their proposal for vocational training of youths on Beauty, Hair, Make Up, Nail Art, Spa Therapy and Sports & Fitness Instructor's Training with guaranteed placement before the Task Force for 'Capacity Building, Government of Arunachal Pradesh on approval of the proposal by both the parties now, have agreed to enter in writing the areas of consensus, under a Agreement for the conduct of business.

NOW, THEREFORE, this Agreement witnessed as under:-

I. AIMS AND OBJECTIVES OF THE PROJECT



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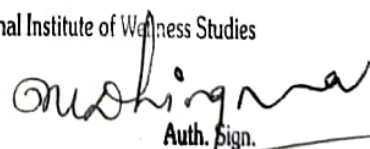
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- (1) To provide quality vocational training in Beauty, Hair, Make Up, Nail Art , Spa Therapy and Sports & Fitness Instructor's Training to 200 unemployed youth of the State to equip them to compete in the national and international job market
- (2) To open job opportunities for the school and college drop-outs
- (3) To provide internationally accredited certificate and make the trained youth suitable for employment.
- (4) To provide job placements to the trained youths in India and abroad with minimum remuneration of Rs. 10,000/- PM in hand plus free food and accommodation.

II. MANAGEMENT

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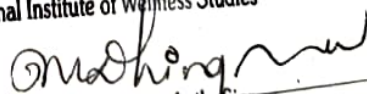
The Management of the day-to-day affairs of the institute shall be as per the Agreement and /or Articles of Association of International Institute Of wellness Studies (IIWS).

III. ACADEMIC PROGRAMMES – COURSES OF STUDY

- (1) The classes for the above said courses shall be conducted by the First Party at, Plot No.F-6, Sector-BZP, Greater Noida, U.P.-201301 & Fortis Hospitals , HUDA District Centre , Gurgaon (Haryana) on regular basis for 5 to 6 hours in a day, 6 (six) days in a week for a duration of 6 (six) months only. (N.B: six months training means six months training in the said institute).
- (2) Dates and schedule of examinations for the courses shall be announced by the First Party. The centers of examination and



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evaluation of answer scripts and centers for practical's shall be Plot No.F-6, Sector-BZP, Greater Noida, U.P.-201301.

- (3) The First Party shall declare results of the students on completion of the course and issue the requisite certificates to the candidates under intimation to the Second Party.

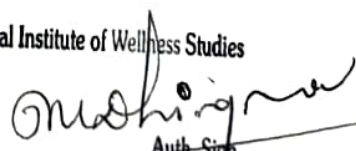
IV. ADMISSION PROCEDURES

- (1) A pre-admission interview shall be conducted by the Academic Team consisting of representatives of the First Party and second party to evaluate suitability of the candidates after the print advertisement in the local papers inviting applications from interested candidates for the course. For the purpose of conducting interview the Second Party shall facilitate location of infrastructure and logistics support.



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- (2) Filled-in applications from the prospective candidates will be received by the First Party. On completion of the selection as per eligibility norms, the list of eligible candidates shall be forwarded by the First Party to Second Party for approval.

V. PROJECT COST

The cost of the course shall be as given below:

Name of the Course	Tuition fee to be charged
(i) HAIR STYLING	Rs. 1,10,000/- per student
(ii) SKIN AND BEAUTY	Rs. 1,10,000/- per student
(iii) SPA THERAPIES	Rs. 1,10,000/- per student
(iv) BEAUTY THERAPIES	Rs. 1,10,000/- per student
(iv) NAIL ART AND DESIGN	Rs. 1,10,000/- per student
(vi) FITNESS & SPORTS INSTRUCTORS	Rs. 1,10,000/- per student

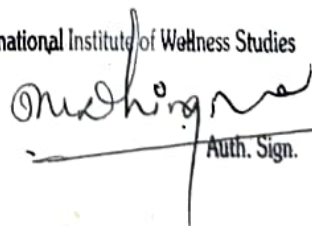
The fee is inclusive of charges for training programs, personal tool kit, products and equipments needed in theoretical and practical instruction, accommodation and fooding. Of the total course fees of Rs. 220.00 lakhs (at the rate of Rs. 1,10,000/- per person) for 200 students. The party of the second part agrees to grant Rs. 220.00 lakhs from the State Government through the Department of Industries.

VI. PROCEDURE FOR PAYMENT

- (1) The fee shall be released by the Second Party to the First Party in the form of cheques/DD/Bank Transfer drawn in favour of "International Institute Of Wellness Studies".



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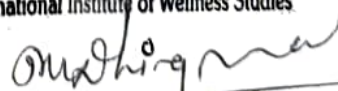
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- (2) The Second Party shall pay to the First Party the course/boarding/lodging fees for the actual number of students selected and admitted for the course in each batch.
- (3) The Second Party shall pay to the First Party, applicable fee into 3 (three) installments 50% on commencement of the course, 30% after completion of the course and balance 20% after completion of the placement. The company shall furnish the placement list.

VII. ROLES & RESPONSIBILITIES OF FIRST PARTY.

- (1) The advertisement inviting candidates for the course shall be conceptualized and published and paid for by the First Party.
- (2) The First Party shall receive applications against the advertisement for admission to the said courses.




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- (3) The First Party shall screen & shortlist candidates along with officials of Government of Arunachal Pradesh, if necessary.
- (4) The First Party shall commence the course on receipt of 50% of the course fee.
- (5) The First Party shall provide the entire infrastructure facilities including classrooms, laboratories, equipments, analytical tools and aids, library and qualifies staff. Facilities for boarding and lodging of students, counseling and guidance on courses will also be provided.
- (6) The track records of Attendance and the Internal Evaluation shall be done by the First Party and shall be submitted to the Second Party periodically.
- (7) The First Party guarantees employment and placement with a minimum salary of Rs. 10,000/- (Rupees Ten thousand) only PM in hand plus free Food, Accommodation and Transport to all successful



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candidates after the completion of International certification from PEVONIA (USA).

- (8) The First Party shall furnish the placement record with work place addresses and details of remuneration to the Second Party.
- (9) The First Party shall not tolerate any kind of indiscipline which could be under the influence of drugs/alcohol, insulting fellow class mates either verbally or physically, damaging the property, theft, racism, ragging, hatred or sexual harassment. The First Party shall have the right to dismiss offenders from the academy immediately and the tuition fee shall not be refunded or adjusted under any circumstances. In such cases replacement shall be made by the Second Party with deserving candidates at no extra cost.
- (10) In case the First Party fails to fulfill any of its obligations towards providing training and certification to the successful students and



job placement on successful completion of the course, the First Party shall be liable to pay back corresponding amount paid by Government of Arunachal Pradesh and to the students within a period of six months from the date of such a default. In case the First Party fails to do so, recovery of the Governments money and those of the students will be done from the First Party as per law.

- (11) In case the First Party fails to deliver employment within 45 days after completion of the training, it is liable to pay the candidate a compensation of Rs. 10,000/- PM in hand plus free food and accommodation till he/she is employed.
- (12) The First Party undertakes to take the responsibility of security and any kind of abuse of the student perusing training at the Academy.

VIII. BANK GUARANTEE



The First Party shall have to furnish a Bank Guarantee of a nationalized Bank @ 20% of the total contract value before release of first installment as security and which should remain valid for total contract period of six months.

IX. ROLE & RESPONSIBILITIES OF THE SECOND PARTY.

- (1) The payment shall be released in three installments in ratio of 50:30:20, the second and third installment shall be released only on production of U.C of the earlier released amount.
- (2) The Second Party shall ensure timely release of the payment to the First Party.



- (3) The Second Party shall monitor the quality of the programme through persons appointed by it for the purpose.

X. JOINT RESPONSIBILITIES

- (1) The advertisements shall be released by the First Party after mutual approval by both the parties.
- (2) The annual intake of students shall be decided by both the parties at the commencement of the academic year in consultation with each other.
- (3) Any expansion or modification relating to the academic programmes shall be decided jointly by both the parties.
- (4) Both the parties shall monitor the progress of the students.



- (5) First Parties shall ensure that all students who have successfully completed the course find placement six months after completion of the training course at International Institute Of Wellness Studies

XI. TERMINATION

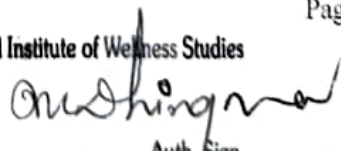
The party hereto shall have the right to terminate this Agreement by giving 2 month's notice to the other party in any of the following cases:

- (1) If the terms and conditions of this Agreement are not complied with
- Or
- (2) If parties hereto mutually decides to terminate the Agreement.

XII. ARBITRATION



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If any dispute and/or difference whatsoever between the parties arises relating to the financial assistance or effect of this Agreement or the validity or the breach thereof the same shall be settled by two arbitrators appointed from each party. To such arbitration the provisions of the Arbitrations and Conciliation Act, 1996 as amended from time to time shall apply.

The venue of the arbitration shall be at Itanagar unless agreed between the parties.

However in the eventuality of any legal proceedings, failing arbitrations arising out of or under this Agreement, shall be subject to the jurisdiction of the High Court, Itanagar, provided any legal proceeding with respect to violation of the confidentiality provisions or otherwise



involving the proprietary rights of either party may be brought in any other courts having complete jurisdiction within or outside of India.

XIII. FORCE MAJEURE

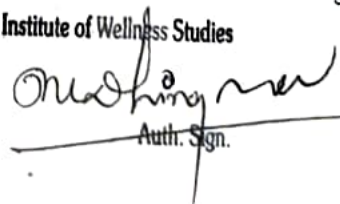
Neither party to this Agreement shall be considered responsible for any breach or failure of this Agreement or any terms hereof arising from the imposition or restrictions or onerous regulations by any Government Agency or Local Authority or any Act, or Civil or Military Authority or other cause beyond their control.

XIV. MISCELLANEOUS



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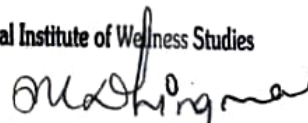


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- (1) The first batch shall start in _____(month), 2013 comprising of 200 students.
- (2) The collaboration is envisaged to provide admission for the academic year 2013 onwards.
- (3) All payments to the First Party by the Second Party under the Agreement shall be made in Indian currency.
- (4) The Agreement shall be valid for a period of 1 (one) year from the date of signing and can be renewed on mutual consent.
- (5) All the terms and conditions of this Agreement are subject to the approval of the concerned Departments of Govt. of Arunachal Pradesh and the provisions of the Rules and Regulations of the State Government.



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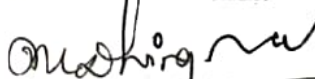
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- (6) Any change in the location of the registered office of the Centre shall be done only with the prior mutual concurrence of the parties.
- (7) Any notice to be given hereunder by either party to the other shall be in writing and delivered personally, or sent by registered post.
- (i) to Party of the First Part;
Manav Dhingra, Head-Academy & Business Development, IIWS,
Plot No.F-6, Sector-BZP, Greater Noida U.P.-201301
- (ii) to the Party of the Second Part:
Secretary (Industry), Government of Arunachal Pradesh,
Itanagar-791111.

XV. UNDERTAKING



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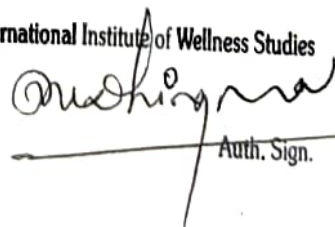
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The party of the First Part represents to Party of the Second Part that it has all power and authority to enter into this Agreement and to perform its obligations mentioned; that this Agreement has been executed and delivered by a duly authorized representative of the Party of the First Part enforceable against it in accordance with its terms; and that the execution, delivery and performance by it of this Agreement will not contravene and the result in the breach of any contract or any provision of any Agreement or instrument to which it is a party or by which it is bound.

The Party of the Second Part represents to Party of the First Part that it has all power and authority to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been executed and delivered by a duly authorized representative of the Party of the



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