

EDUCATION PARTNERSHIP AGREEMENT

This Education Partnership Agreement (the “**Agreement**”) is made and executed on this day of 2023 (the “**Effective Date**”) at Ahmedabad, India

BY AND BETWEEN:

QA Education Solutions Private Limited, a company incorporated under the provisions of the Indian Companies Act 2013, having its registered office at 207, S.F., Sachet-2, Near Reliance House, Near Maradia Plaza, Navrangpura, Ahmedabad, Gujarat - 380009, India (“**Academy**”);

AND

St. Wilfred's PG College

_____ an institution/university having its registered office at Sector-10, Meera Marg, Ward Number 43, Sector 101, Mansarovar, Jaipur, Rajasthan 302020 (“**Partner**”).

Academy and Partner shall be hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

A. The Academy is an educational institution that offers, promotes and administers afterschool programs and educational courses such as education technology, curriculum design, content, pedagogy, online & offline training, e-learning and consulting services, and amenities to various educational institutions.

B. The Partner owns and operates educational institutions in India (“**Institutions**”), providing degree courses in affiliation with various universities, and the Partner represents and warrants that the Partner is responsible for the administration and awarding of degree courses by the Institutions.

C. The Partner desire the Academy to develop, administer, and market training programs and curricula (the “**Training Programs**”), and to collaborate with the Partner in marketing initiatives to promote the Training Programs as the Parties may agree.

NOW, THEREFORE, THIS AGREEMENT IS WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope of the Services

The Scope of Services to be provided by the Academy to the Partner is as follows:

1.1 Deliverables from Academy

(a) The Academy will execute the entire course after customizing/ designing the course curriculum as per Partner’s requirement and the Academy will provide its faculty to train the students of the Institution. The course and Training Program shall be hereinafter individually

and collectively will be referred to as “Program”.

- (b) The certification for the aforementioned Program will be awarded by the Academy, Future Skill Prime (Selective courses) and AWS (selective courses)
- (c) The Academy will provide train the trainer program for the selected faculties of Institution(s) for knowledge enhancement.
- (d) Credit distribution for AICTE/UGC approved courses will be as per credit frameworks and Institution’s IQAC policy, credits will only be awarded on successful completion of Program as per the SOP established by the Academy, as amended from time to time.
- (e) The Academy will provide instructor led training or virtual instructor led training (pVILT) for the Academy courses as per the Agreement and for AWS Courses the mode of training will be VILT only
- (f) The Academy team will provide support for identifying potential students from outside of Institution, (based upon mutual consent) who will come to Institution premises for learning under resource sharing model.
- (g) The whole Program under this Agreement will be operated on a revenue sharing basis with the Institution.
- (h) The certified students will be given placement assistance and for high potential course placement guaranty with RTD model at the time of availability ‘(there will be maximum 3 consecutive interviews of their certified course) from the Academy.
- (i) The Academy will provide all kinds of branding & marketing support for the enrollment of the students into the Institution(s).

1.2 **Deliverables from the Partner’s Institution**

- (a) The institution will provide the data base of the students to the Academy whom the Academy will call and admit for the Program.
- (b) The Institution will share their infrastructure for the external students (based upon mutual consent of the Parties).
- (c) The Institution can select a few faculties for ‘train the trainer’ Program whom the Academy will train for the selective Program at no extra cost.
- (d) The Institution will assist the Academy for the student enrollment drive by referring/ suggesting the students from time to time.
- (e) The Institution will allow the Academy to work closely with the training & placement department of Institution for the successful placement of the students after completion of the

Program.

(f) The Institution will assist the Academy for organizing seminar/ live demo class/ scholarship test which will enhance the number of student registration for the Program

(g) The Institution will allow the Academy to arrange and organize a physical / online student registration desk for the students of the Institution (based upon mutual consent of the Parties)

1.3 Program details

The Program Details are set forth in *Schedule A*.

2. Obligations of the Partner

2.1 The Partner shall, among other obligations, comply with the following under this Agreement:

(a) at all times, maintain the sanctity of the professional relationship under this Agreement. Any type of breach of the Agreement would lead to immediate termination of the Agreement as well as initiating legal actions either jointly or severally.

(b) for a productive partnership, strictly adhere to all the guidelines and schedules as prescribed by the Academy regarding communications, document submissions, and other miscellaneous activities. The Academy will appoint a SPOC exclusively for the Partner.

(c) put its best efforts to provide the documents and other related material requested by the Academy within the prescribed timelines to assist the Academy in creating and maintaining the Programs.

(d) immediately notify the Academy in case of intended modification or significant changes to the Programs. In case of modification or significant changes to the Programs, the Academy's role would be to support the Partner with an appropriate strategy, review the documents, and guide the Partner in the right direction during the entire process of modification or changes.

(e) provide accurate information to the best of its knowledge to the Academy.

(f) not plagiarize or inappropriately use any content or material, including but not limited to application documents, course materials, or resumes, provided to the Academy.

(g) promote the Academy and the Programs to its students, their parents or guardians, or to third parties it regularly markets to at its own expense

(h) be responsible for all activity occurring under this Agreement and shall abide by all applicable local, state, national, treaties, and regulations in connection with the performance of its obligations under this Agreement

(i) be solely responsible for data privacy, communication, and transmission of technical or personal data. In case of breach of security or data privacy, the Partner shall immediately report to the Academy, and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the Parties or other users to violate this Agreement or the intellectual property rights, confidentiality and/or data privacy of third parties

(j) at any stage in the process respond to the calls or text messages, or emails, otherwise if there will be no response for a month, the Academy, without prejudice, will discontinue performing its obligations under this Agreement and will terminate the Agreement with immediate effect.

3. Obligations of the Academy

3.1 The Academy shall, among other obligations and the services to be provided under this Agreement:

(a) issue the separate SLA (Service Level Agreement) to the Partner as a separate schedule or addendum to this Agreement, for every proposed sponsoring agency. These SLAs will have all relevant guidelines, infrastructure requirements, Program duration, payment terms, revenue sharing terms, placements, and any other issues which may change from time to time.

(b) help to develop the market through its existing established network and would support a marketing exercise.

(c) nominate a coordinator as a point of contact (POC) for the Partner for the proper operation or implementation of this Agreement.

(d) design, develop and provide required course materials & practical training for the students of the Partner.

(e) market the Programs to make them successful. It shall also guide and support the students for proper placement.

4. Payment

(a) The Partner shall be liable to make payments on time in the best interests of both the Parties.

(b) All payments (including pre-payments) are to be made by the Partner against the enrollment and student's admission into the Program as per the details set forth in **Schedule A**.

(c) When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day. All the payments will be paid within 30 days from raising the invoice. Business Day means a day other than a Saturday, Sunday, or public holiday in India, when banks in Ahmedabad, Gujarat are open for business

5. Legal Rights

- (a) The Partner shall not use the Programs for any purpose other than for its students or for any other purpose not under the scope of this Agreement.
- (b) The Partner is prohibited from using the Academy's website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any, national, or state regulations, rules, and laws.

6. Indemnity

(a) The Partner (the "**Indemnifying Party**") shall indemnify and save harmless the Academy, its affiliates and related entities, and their respective directors, officers, shareholders, agents, employees, representatives, and advisors (collectively, the "**Indemnified Group**") on a full indemnity basis from and against any and all claims, liabilities, losses, damages, demands, lawsuits, causes of action, strict liability claims, charges, penalties, fines, administrative law actions or orders, expenses (including but not limited to lawyers' fees and expenses on a solicitor-client basis) and costs of every kind (collectively, "**Claims**"), suffered or incurred by the Indemnified Group, directly or indirectly, arising out of or in any way incident to: (i) any representations or warranties of Indemnifying Party being untrue or incorrect, (ii) any breach of any agreement, term, or covenant on the part of the Indemnifying Party to be observed or performed hereunder, and (iii) the carrying out of the Indemnifying Party's rights and obligations under this Agreement; except that Indemnifying Party shall not be liable under this paragraph for any Claim resulting from the gross negligence or wrongful act or omission of the Indemnified Group. This indemnification shall survive the termination, revocation, or expiration of this Agreement.

(b) The Academy shall not be liable to the Partner in contract, tort (including negligence) and/or breach of statutory duty for any loss or damage which the Partner may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement by the Academy in a sum which is greater than the total revenue collected by the Partner during the period of three (3) months prior to the date of the Claim. This limitation of liability shall be cumulative and not per incident. The Academy shall not be liable to the Partner for any Consequential Loss (whether arising from breach of this Agreement or otherwise). "Consequential Loss" means pure economic loss, loss of profit, loss of business and like loss, whether direct or indirect. This section shall survive the expiry or termination of this Agreement. This section shall survive the expiry or termination of this Agreement.

7. Term and Termination

(a) This Agreement shall be effective on the Effective Date and shall continue for a period of one (1) year from the Effective Date (the "Initial Term") and shall renew thereafter upon mutual agreement by both the parties. For successive one (1) year terms (the Initial Term and any such extension thereof collectively referred to herein as the "Term"), unless terminated earlier in accordance with the terms hereof.

(b) Either Party may terminate this Agreement at any time upon giving the other Party at least sixty (60) days' prior written notice.

(c) This Agreement may be terminated by the Academy immediately upon written notice:

- i. due to insolvency, bankruptcy, receivership, or dissolution of a Party;
- ii. due to assignment of this Agreement by the Partner without the prior written consent of the Academy;
- iii. in the event the Partner engages in any marketing or solicitation activity that violates or contravenes any laws, rules or terms and conditions of this Agreement, including, without limitation, any breach by the Partner of the terms and conditions regarding the use of certain intellectual property and confidentiality, data protection and security; or
- iv. in case of deceptive, fraudulent, illegal, or any other activity on the part of the Partner that is harmful or prejudicial to the Academy, the students or third parties.

(d) Notwithstanding the termination of this Agreement pursuant to this section, a Party shall remain obligated to indemnify the other for all claims set out therein, including, without limitation, claims arising from or related to the events or occurrences that give rise to such termination pursuant to section 6 hereof.

8. Confidentiality

(a) During the Term, the Partner ("**Receiving Party**") may receive or have access to certain confidential and proprietary information belonging and/or relating to the Academy ("**Disclosing Party**") in whatever form or media, including without limitation (i) any marketing strategies, plans, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of Disclosing Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists including prospective customers/ interested parties; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any policy, strategy, property, contracts, concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information, customer data and trade secrets; (v) any other information that should reasonably be recognized as confidential information of Disclosing Party ("**Confidential Information**").

(b) Confidential Information does not include information that is: (i) rightfully in the possession of the Receiving Party before receipt from the Disclosing Party; (ii) or becomes legally or publicly known without breach of this provision; (iii) developed independently by or for the Receiving Party without the use of the Confidential Information received from the Disclosing Party; (iv) disclosed to the Receiving Party by a third party without a duty of confidentiality.

(c) From time to time, Disclosing Party may disclose the Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, contractors, consultants and representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with this Agreement, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions

no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

(d) The Receiving Party agrees to use the Confidential Information solely in connection with the Services and not for any purpose other than as authorized by this Agreement, and with the prior written consent of an authorized representative of Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder.

(e) Notwithstanding anything to the contrary herein, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, judicial, legislative or administrative body provided that, to the extent permitted and practical under the circumstances, the Receiving Party provides to the Disclosing Party: (i) prior notice of the intended disclosure and the opportunity to oppose such disclosure; or (ii) if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure.

(f) The Receiving Party agrees that monetary damages may not be an adequate remedy for improper disclosure or use of any Confidential Information and that the Disclosing Party hereunder shall be entitled, upon breach of this confidentiality obligation, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without waiving any other right or remedy, without posting a bond, and that the Receiving Party shall not resist an application for relief, on the ground that the Disclosing party has an adequate remedy at law.

(g) Upon termination of this Agreement, the Receiving Party shall return to the Disclosing Party the Confidential Information in whatever form and media, or destroy any available records thereof and provide proof of such destruction to the satisfaction of the Disclosing Party.

9. Change in Terms and Conditions

Any changes in the Terms and Conditions have to be mutually agreed upon by both the Parties in writing. Till such time, both the Parties will abide by the guidelines of this Agreement.

10. Intellectual Property Rights and Proprietary Materials

(a) Each Party recognizes and acknowledges the ownership by each other Party and its affiliates of all patents, copyrights, trademarks, service marks, business or corporate names, know how, trade secrets and other intellectual property rights which such Party currently owns and further agrees that the owning Party shall have the right to take all appropriate actions to protect such rights and the other Parties shall inform the owning Party should any action be taken which threatens such owning Party's intellectual property rights.

(b) The Parties hereby grant each other, during the Term the license to use, reproduce and display the brands, trademarks and service marks (collectively, the "Trademarks"), registered

and unregistered, and it shall be a non-exclusive, non-licensable, non-transferable, terminable, royalty free, and limited license for the duration of the Term to use the Trademarks on the marketing and Program materials solely for the purposes of performing its obligations under this Agreement and subject to the following restrictions:

- i. to use the Trademarks in accordance with the standards established by each Party from time to time;
- ii. Each Party shall have the right to inspect such materials for the purpose of ensuring compliance with its quality standards for such material prior to the use of the other Party; and
- iii. Each Party shall not use the Trademarks without the prior written consent of the other Party.

(c) The Parties agree that all copyrights, trademarks, trade secrets and other intellectual property rights not expressly granted by a Party to the other Party are reserved by such Party.

(d) The Partner acknowledges and agrees that copyright and title in the Programs, and Trademarks (collectively referred to as the “**Proprietary Materials**”), shall remain with the Academy, and further that the Partner shall not have any right title or interest in or to the same except as expressly set forth in this Agreement. The Parties acknowledge and agree that the Programs contain proprietary and confidential information of the Academy, constitute valuable trade secrets of the Academy, and are protected by copyright laws and international treaties. Partner shall keep confidential the Academy’s Proprietary Materials and any information designated as confidential. Partner shall not at any time copy, duplicate, record, or otherwise reproduce such information in whole or in part, or otherwise make the same available to any unauthorized person other than for promotion, recruitment or program delivery responsibilities pertaining to this Agreement. Partner shall not communicate, divulge, or use for the benefit of anyone else any such confidential information and/or Proprietary Materials. The Parties, including their directors, officers, employees, independent contractors, servants and agents, agree that they shall treat as confidential any information that could reasonably be defined as being of a confidential nature to which they may become privy as a result of this Agreement more specifically set out in section 8 hereof.

11. Independent Contractor

Each Party shall have an independent contractor status. This Agreement shall not be considered or construed to be a partnership or joint venture, and each Party shall not be liable for any and all obligations incurred by the other Party unless specifically authorized in writing. Each Party shall not act as an agent of the other Party, ostensibly or otherwise, nor shall it have the authority to bind the other in any manner, unless specifically authorized to do so in writing.

12. Non-competition

During the Term and for a period of one (1) year immediately following the termination of this Agreement, for whatever reason, Partner shall not either directly or indirectly, create, put-up, administer or offer training programs or courses similar or in direct competition with the Programs offered by the Academy, and/or part of the programs covered by this Agreement, nor shall they contract for the provision of a similar training program with any third Party, without the written consent of the Academy, except for the programs or courses for which the Institutions have existing or prior affiliation with various universities.

13. Notice

(a) Any notice or other communication required or permitted to be given under this Agreement will be in writing unless otherwise specified and will be considered to have been given if delivered by hand, transmitted by email, or mailed by prepaid registered post, to the address of the Party set out below:

To

QA Education Solutions Pvt Ltd

Sachet-2, 207, Opp GLS College, Off CG Road. Navrangpura.

Ahmedabad Gujarat 380006

Attention: Tanvir Qureshi

Email: tanvir@qrangers.com

or to such other addresses as Q Academy Ltd. may specify by notice given as set out above

To XXX. :

[address] _____

Attention: _____

Email address: _____

or to such other addresses as XXX. may specify by notice given as set out above

(b) Notice or other communication will be considered to have been received:

- i. If delivered by hand during business hours, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business on the next business day;
- ii. If delivered by courier, on the date of delivery;
- iii. When sent by e-mail transmission during business hours and if not sent during business hours, upon the commencement of business on the next business day; and
- iv. If mailed by prepaid registered post, upon the fifth business day following posting, except that, in the case of a disruption or an impending or threatened disruption in the postal service, every notice or communication will be delivered by hand.

In this Agreement, whenever a notice provision refers to "days", it will be considered to referring to "Business Days"

14. Force Majeure

If the whole or any part of the performance of the respective obligations of the Parties hereunder is prevented or delayed by reasons of natural calamities, pandemic, war, arson, civil disturbance and such other reasons beyond the reasonable control of a person (each a "Force Majeure Event"), then to the extent either Party shall be prevented or delayed from performing all or any part of their respective obligations under this Agreement despite due diligence and reasonable efforts to do so, then such Party shall be excused from performance hereunder for so long as reasons of Force Majeure Event except that non-

payment of amounts due under this Agreement will not be excused by this provision. Either Party shall be entitled to terminate if the Force Majeure event is beyond 30 days.

15. Compliance with laws

The Parties shall comply with all local, provincial, federal and international laws, codes, ordinances, rules and regulations in the countries in which there are respectively operating.

16. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India, without regard to conflict of law principles, and the Parties agree that the courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in respect of any disputes or claims associated with this Agreement. Notwithstanding the foregoing, all disputes, differences between the Parties shall be resolved in accordance with the Arbitration and Conciliation Act, 1996 (including any statutory modification (s) or re-enactment thereof) and shall be referred to a sole arbitrator nominated with the mutual consent of the Parties. The award given by such an arbitrator shall be final and binding on the Parties to this Agreement. The arbitration shall be in English and the seat, venue, and place of arbitration shall be Ahmedabad, Gujarat, India.

17. Entire Agreement

This Agreement including the Schedule(s) constitute one and the same legally binding instrument and the entire agreement between the Parties and supersedes all prior oral or written agreements between the Parties with respect to the matters provided for herein. Unless otherwise provided in this Agreement, no modification, amendment or other change may be made to this Agreement or any part thereof unless reduced to writing and executed by authorized representatives of both Parties.

If any provision of this Agreement or any one or more of the phrases, sentences, clauses or paragraphs contained herein is determined to be invalid, illegal, void or voidable by any order, decree or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in this Agreement and rest of the clauses shall be enforceable with equally binding effect.

18. Waiver

Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement

19. Assignment

This Agreement binds and benefits the Parties and their respective successors and assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party which consent cannot be

withheld unreasonably. Any assignment or attempted assignment in violation of this section will be null and void. Notwithstanding the preceding sentence, the Academy may assign this Agreement in connection with a merger transaction in which the Academy is not the surviving entity.

20. Counterparts and Electronic Signatures

This Agreement and all documents contemplated by or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all Parties had signed and delivered the same document and all counterparts will be construed together to be one original and will constitute one and the same agreement. This Agreement may be electronically signed by the Parties and shall be binding as if signed in person.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives on the date set forth below:

[Partner]	QA Education Solutions Private Limited
Per (Name): Title: Date:	Authorized Signatory: Title: Date:

Schedule A

S No	Program Name	Program duration	Cost per Student (INR)	No Of Students
1	Certificate program in Python Full stack	120 Hrs	3,000	

1. If there are any other Courses or Boot Camp required in College we will surely add them in the MOU with the approval of QAcademy.

2. The pricing set forth in the table above are only valid till **2023 - 2025** . The cost of the courses set forth above is subject to change and the same shall be decided at the sole discretion of the QAcademy.

3. The tuition fees mentioned are inclusive of Goods and Services Tax (GST).