

In consideration of the promises and other good and valuable consideration, the parties agree as follows:

1. **Services.** CloudKampus hereby retains the Associate to promote and sell various courses and training Services (the “Services”). The CloudKampus Associate hereby accepts such engagement on and subject to the terms and conditions set forth herein. CloudKampus Associate agrees that it will perform the Services in a professional, workmanlike, prompt and commercially reasonable manner in accordance with all applicable federal, state and local laws, rules ordinances and regulations.

2. **Scope of Services**

- a. CloudKampus would develop and provide various Video-based and Live courses and training programs based on market requirement and will make it available to the registrants or learners around the world.
- b. CloudKampus would provide and facilitate the platform to register for courses and the LMS for the learners.
- c. The CloudKampus Associate would engage into various marketing activities to promote CloudKampus E Learning platform and sell and take registrations to Cloudkampus courses through the website only.
- d. CloudKampus will do all reasonable branding and develop marketing strategies digitally and through its Associate network around the world.
- e. CloudKampus will assist the associate in sales negotiations and technical discussions and demos for Institutions and Corporates and will conduct demos scheduled for prospects generated by the Associate.
- f. CloudKampus will also give necessary Orientations of portal operations, Lead Management and train the Sales team of the Associate from time to time.
- g. CloudKampus will impart the required knowledge on Digital Marketing Practices which will help improve the marketing efficiency of the Associate.

3. **Representation and Warranties:**

- 3.1. The Associate represents and warrants that it has fully acquainted itself all conditions which could affect the performance of its obligations including, without limitation, all compliance requirements under applicable laws; and

its responsibility for procuring, obtaining and maintaining of all applicable licenses and permits which may be required under for performance of its obligations under this Agreement.

that where it procures information, data, reports and/or other materials for use in the Services, it has been duly authorized/ entitled to do so and such use does not infringe the intellectual property rights of the owners of the information, data, reports and/or other materials and/or result in breach of confidentiality obligations of the Service Provider under third party contracts.

its responsibility for having properly evaluated its obligations in this Agreement. The Associate agrees to bear all and any consequences resulting from its own improper evaluation.

3.2.The Associate represents and warrants that it has the required experience and capability including sufficient and competent technical, marketing and sales expertise and resources to performance its obligations under this Agreement.

3.3.The Associate warrants that the Services shall be performed in a professional and competent manner and shall meet the quality and specifications as determined by CLOUDKAMPUS's sole and exclusive discretion and communicated to the Associate from time to time.

4. Marketing:

The Associate has to make its marketing plans and, if required, identify suitable digital marketing agency for the promotions. CloudKampus will give the required guidelines.

The Associate agrees not to create websites or social media pages or platforms in the name of CloudKampus or with similar words and phrases.

5. Compensation.

In consideration of the above indicated services to be provided by the Associate to CloudKampus hereunder, CloudKampus agrees to pay the Associate as per Annexure 1

6. General

- a. Sharing of revenue will be on the actual payments received less all applicable taxes, discounts and bank charges.
- b. Refunds applicable as per CloudKampus refund policy will be deducted from the payments to the Associate.

- c. CloudKampus would remit the payment due within 10 business days from the date of receipt of the invoice.
- d. CloudKampus will give the Associate access to a dashboard to view and manage the transactions on a real time basis.

7. Sign Up Fee:

The Associate agrees to pay a non-refundable Sign-up Fee plus GST applicable. The Associate will be allowed to promote, sell and take registration to the various video based and Live courses in CloudKampus.

Term.

The Term of this Agreement is Three (3) years from the date of registration.

8. Technical Services Charges

The Associate agrees to pay an annual technical support fee of Rs 25,000/- which includes the access to Lead Management and Customer relations modules of CloudKampus for two accesses.

9. TERMINATION:

- 9.1. Each of the Parties ("**Terminating Party**") shall have the right to terminate this Agreement, if the Defaulting Party commits a material breach of this Agreement which is incapable of remedy or which in the case of a breach capable of remedy shall not have been remedied within thirty (30) days of the receipt by it of a written notice from the Terminating Party identifying the breach and requiring its remedy.
- 9.2. It is specifically agreed by the Associate that material breach in the case of CLOUDKAMPUS will be limited to default in the payment of due amount by CLOUDKAMPUS to the Associate.
- 9.3. Upon termination or expiry of this Agreement:
 - a. The Parties shall immediately take steps to bring the performance of their obligations under this Agreement to a halt in a safe and orderly manner but with all reasonable speed and economy in a cost-effective manner.
 - b. The Associate shall have no right to use any Confidential Information and the CLOUDKAMPUS IP for any purpose whatsoever.
 - c. Termination of the Agreement will not affect the obligation of the Associate for courses and materials which have already been sold or committed for sales.

10. MISCELLANEOUS:

Pricing: The Associate agrees that the end customer price for the courses and the promotional schemes from time to time will be decided by CloudKampus and the revenue sharing to the Associate is based on the actual money received by CLOUDKAMPUS as course fee after deducting the applicable taxes, charges, discounts and refunds if any.

11. Confidential Information.

11.1. CloudKampus Associate recognizes and acknowledges CloudKampus that, by entering into this Agreement and performing its obligations hereunder, may have access to certain information of Company that is confidential and constitutes proprietary, valuable, special and unique property of the other party. For the purposes of this Agreement, Confidential Information means, without limitation, all information proprietary to Company, whether or not marked "confidential," that constitutes trade secrets and/or confidential information as construed by applicable law or information that is not already available to the public, including, but not limited to, the Works and all information relating directly or indirectly to the business of Company, prospect lists, referral sources, customer lists and customer information, information concerning services and supplies, business development programs, computer program and systems, business and supplier contracts, techniques, processes, methods, technologies, business information, financial data, financial plans, products, equipment, information, costs data, personnel, product tests, pricing policies, distributorship arrangements, business plans or business strategies, information regarding any acquisition or joint venture arrangements or other enterprises with whom either party has business relationships.

11.2. CloudKampus Associate hereby agrees and undertakes that with respect to Confidential Information CloudKampus Associate will:

- a) Treat and keep all Confidential Information of Company as secret and confidential;
- b) Not divulge, reveal, publish, communicate or disclose any Confidential Information, directly or indirectly, of Company to any other person
- c) Not to use any Confidential Information in any way or for any purpose other than for the purpose of fulfilling the terms and obligations of this Agreement;
- d) Not use any Confidential Information for personal benefit or for the personal benefit of any other person or entity; and
- e) Use commercially reasonable efforts to maintain the secrecy and confidentiality of Confidential Information and ensure that Confidential Information is not disclosed by any person, in whole or in part, contrary to any of the terms of this Agreement.
- f) Not to do any competing business.
- g) Use only approved designs and marketing collaterals by CloudKampus.

12. Intellectual Property.

CloudKampus Associate acknowledges that CloudKampus is the sole and exclusive owner of all intellectual property rights (including any copyrights) in the Works and CloudKampus Associate shall do nothing inconsistent with such ownership. CloudKampus Associate agrees to not claim any ownership in the Works, and further agrees that nothing

in this Agreement shall give CloudKampus Associate any right, title or interest in the Confidential Information. CloudKampus Associate agrees not to make any copies or derivatives of the Works without the prior written permission of Company.

13. Indemnification.

CloudKampus Associate shall defend and indemnify Company from and against any and all losses, liabilities, damages, actions, costs, and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties) (collectively, "Losses") of the Company arising out of or resulting from any claim, demand, charge, action, cause of action, or other proceeding asserted by any third party in connection with (i) the performance of CloudKampus Associate's duties and obligations under this Agreement, or (ii) an breach of the representations and warranties made by CloudKampus Associate in this Agreement. CloudKampus Associate obligation to indemnify Company will survive the expiration or termination of this Agreement by either party for any reason.

14. Independent Entity /No Agency.

The parties agree and acknowledges CloudKampus that the Associate is an independent contractor pursuant to the terms and conditions of this Agreement. This Agreement is not intended to create nor shall be construed to create an agency, employer/employee, or fiduciary relationship between the parties; and neither party shall have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other party. Nothing in this Agreement shall be construed as giving CloudKampus Associate any right whatsoever to represent Company or to enter into any agreements (legally binding or otherwise) on behalf of Company.

15. Governing Law, Jurisdiction.

This Agreement shall in all respects be construed in accordance with and governed by the courts of Chennai, India. Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the aforementioned jurisdiction. CloudKampus Associate hereby consents to the exercise of personal jurisdiction by any such court in Chennai with respect to any such proceeding.

This Agreement shall be binding upon to the benefit of the parties hereto and their respective successors and permitted assigns.