

NOLAN EDUTECH PRIVATE LIMITED

351, 3rd and 4th floor, Salarpuria Tower 1 Hosur Road, Near Forum Mall, Koramangala,
Bangalore 560095, Karnataka, India

2024-07-20

PAY AFTER PLACEMENT AGREEMENT

This Pay After Placement Agreement ("PAP Agreement" or "Agreement") is made and entered into on this (date) by and between: Arnab Biswas (Student Name), having CSUPB7149H Student PAN number and residing (currently) at Railway Siding, Roy Nagar, Karimganj, Assam, 788711 (hereinafter referred to as the "Student", "Trainee", "You", or "Your", and which expression shall mean and includes the legal heirs, executors and administrators of the student) of the ONE PART;

Anupam Biswas (PARENT / GUARDIAN / SPOUSE), having AGQPB7015E (Parent PAN) and residing (current) at Railway Siding, Roy Nagar, Karimganj, Assam, 788711 (Parent Address) (hereinafter referred to as the "Parent", and which expression shall mean and includes the legal heirs, executors and administrators) of the SECOND PART

AND

Nolan Edutech Private Limited, a company incorporated under the Companies Act 2013 and having its registered office at 351, 3rd and 4th floor, Salarpuria Tower 1 Hosur Road, Near Forum Mall, Koramangala, Bangalore 560095, Karnataka, India (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the THIRD PART.

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE TRAINING PROVIDED BY NOLAN EDUTECH PRIVATE LIMITED, YOU WILL PAY A PORTION OF YOUR EARNED INCOME TO THE NBFC / COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITION OF THIS AGREEMENT AND THE LOAN AGREEMENT. THIS AGREEMENT IS NOT A LOAN AGREEMENT. THE AMOUNT YOU MUST PAY UNDER THIS AGREEMENT AND THE LOAN AGREEMENT SHALL NOT EXCEED THE PAYMENT CAP (HEREINAFTER DEFINED). YOUR PAYMENT OBLIGATION IS CONTINGENT ON AND SHALL COMMENCE ONCE YOUR EARNED INCOME EXCEEDS THE THRESHOLD AMOUNT.

WHEREAS:

- A. The Company is engaged in the business of training students in relation to software development, data science, data analytics, cyber security, information technology by offering various courses; and
- B. You have agreed to enroll with the Company for availing the Training on the terms and conditions as stated in this Agreement.

In consideration of the Training provided to You by the Company, and subject to all of the terms, covenants, promises, and conditions contained in this Agreement, You and Company agree as follows:

1. **DEFINITIONS:** For purposes of this Agreement:
 - 1.1 "Approved Bank Account" means a bank account established by You with the NBFC.
 - 1.2 "Code of Conduct" shall mean the code of conduct of the Company as executed between the Student and the Company.

- 1.3** "Credit Score" shall mean your credit score as generated by the Company from such a credit information company as determined by the Company.
- 1.4** "Course Commencement Date" shall mean **18th June 2024**.
- 1.5** "Course Completion Date" shall mean **18th Feb. 2025** and which date shall stand extended for such period as determined by the Company at its sole discretion subject to consent from the Company and your complete adherence to the Code of Conduct.
- 1.6** "Course Fee" shall mean an amount for the Course opted by You which shall be inclusive of taxes, only if applicable payable by You to the NBFC in consideration for the Training provided to You by the Company i.e.; Monthly Payments as mentioned hereinbelow.
- 1.7** "Earned Income" / "CTC" means Your total salary (including variable pay), compensation, and gross income from employment or pursuant to self-employment in the field of Software, Data Science, Data Analytics, Cyber Security, Information Technology reported or required to be reported on an income tax return. Earned income also includes any non-cash consideration received or deemed earned by You, directly or indirectly, including, but not limited to, contributions to qualified and non-qualified deferred compensation and retirement benefit plans, fringe benefits not reported as wages for compensation, income, and distributions from Your active participation in any entity, and equity rights or deferred compensation generated or attributable to the current period of Your employment. In addition, Earned Income includes any amounts earned by or payable to You, directly or indirectly, as a result of Your provision of services to a related party. At its discretion, the Company may estimate Your Earned Income using documentation other than Your income tax return, provided that the documentation is another verifiable source acceptable to Company. It is clarified that any dispute on Your Earned Income (including if the Earned Income was earned pursuant to the skill developed through Training) shall be determined by the Company at its sole discretion and such determination shall be binding on You.
- 1.8** "Employer" means any person or organization for which You provide services, either as an employee or as an independent contractor or in any other manner whatsoever.
- 1.9** "Graduation Date" / "Graduation" shall mean the date on which You have completed and passed all curriculum-related assessments either listed in the Course or as personally assigned to You by career coaches of the Company and a certificate of graduation / Masai Accredited from the Course is issued to You by the Company.
- 1.10** "Income Share" refers to a fixed percentage of Your Earned Income. Your Income Share under this Agreement is the Earned Income + including applicable taxes, if applicable, subject to adjustment for underreporting or overreporting of Earned Income, as described herein.
- 1.11** "Loan Agreement" shall mean the loan agreements and all other documents stipulated by the NBFC and to be executed between You and the NBFC.
- 1.12** "Masai" refers to a product of Nolan Edutech Private Limited.
- 1.13** "Monthly Payment" means the amount of fixed EMIs payable from your Earned Income to the NBFC partners towards the course fee in the manner as mentioned below:

MONTHLY PAYABLE TABLE FOR FULL TIME COURSE

YOUR SALARY RANGE (CTC)*	MONTHLY PAYBALE AMOUNT	TENURE (IN MONTHS)	TOTAL PAYBALE FEE (including taxes, only if applicable) as per Clause 2 of this agreement
< 3.5 LPA (CTC)	INR 0/-	NA	0/-
3.5 - 4.99 LPA (CTC)	INR 6,944/-	36	2,50,000/-
5 - 9.99 LPA (CTC)	INR 9,722/-	36	3,50,000/-
10 LPA & above (CTC)	INR 15,000/-	30	4,50,000/-

* CTC (Cost to Company) is defined as the total gross income earned, including but not limited, to variable pay, compensations, and ESOPs. Find out more in the FAQ section.

** Payable only when CTC crosses the Threshold Amount or as per clause 5.

*LPA = Lakhs per annum

1.14 "NBFC" shall mean Avanse Financial Services Limited or Eduvanz Financing Private Limited or such other financial institution with which You will be executing a Loan Agreement.

1.15 "Payment Cap" equals to the Total Payable Fee Pa as per Clause 1.13 hereinabove.

1.16 "Payment Term" refers to the period commencing upon Your Earned Income becoming equivalent to or exceeding the Threshold Amount and during which period You have an obligation to make Monthly Payments to the NBFC, as provided under this Agreement and the Loan Agreement.

1.17 "Person" means any individual, partnership, corporation, limited liability partnership, trust or unincorporated association, joint venture, or other entity or governmental body.

1.18 "Prepayment Amount" means payment or payments made by You to the NBFC that will extinguish Your obligations under this Agreement and the Loan Agreement prior to the end of the Payment Term. Prepayment Amount equals the Payment Cap less any Monthly Payments already made under this Agreement and the Loan Agreement, plus any outstanding fees or other amounts that You may owe Company and/or the NBFC under this Agreement or the Loan Agreement.

1.19 "Scheme" shall mean this Scheme dated May 18, 2022 implemented by NSDC for empanelment of Partners for implementing market led fee-based services.

1.20 "Student Declaration" shall mean the declaration provided by You to the Company as attached hereto as Student Declaration.

1.21 "Threshold Amount" equals INR 29,166/- (Indian National Rupees Twenty-Nine Thousand One Hundred and Sixty-Six only) (Earned Income / CTC), per month which is equivalent to Rs. 3,50,000/- (Indian National Rupees Three Lakhs Fifty Thousand only) annually (Earned Income / CTC). It is clarified that CTC will include the total of the fixed salary (+) allowances (any kind of allowance will be considered as part of the Threshold Amount including but not limited to house rent allowance, leave travel allowance, conveyance and travelling allowance, phone

allowance, vehicle allowance, petrol allowance, books and periodicals allowance, food allowance, internet allowance, work from home allowance, upskilling allowance and all other allowances) (+) fitness and health benefits including any health insurance coverage (+) the variable pay (either payable in tranches or as a lump sum amount) (+) the employment benefits (either in cash or in kind) (+) performance bonus (either payable in tranches or as a lump sum amount) (+) joining bonus (+) value of the employee stock options granted to You (+) deductions like medical insurance, provident fund, gratuity, professional tax, employee state insurance related deductions and any and all such deductions (+) TDS related deductions made by the Employer (+) Company payments (any bonus or payouts) to the student (as the case may be).

1.22 “Training” / “Course” means the [software development, data science, data analytics, cyber security, information technology course] offered by the Company to You.

2. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT

2.1 The Company agrees to provide You with the Training, subject to the terms and conditions of this Agreement.

2.2 It is clarified that CTC for calculating the “Threshold Amount” will include the total of the fixed salary (+) allowances (any kind of allowance will be considered as part of the Threshold Amount including but not limited to house rent allowance, leave travel allowance, conveyance and travelling allowance, phone allowance, vehicle allowance, petrol allowance, books and periodicals allowance, food allowance, internet allowance, work from home allowance, upskilling allowance and all other allowances) (+) fitness and health benefits including any health insurance coverage (+) the variable pay (either payable in tranches or as a lump sum amount) (+) the employment benefits (either in cash or in kind) (+) performance bonus (either payable in tranches or as a lump sum amount) (+) joining bonus (+) value of the employee stock options granted to You (+) deductions like medical insurance, provident fund, gratuity, professional tax, employee state insurance related deductions and any and all such deductions (+) TDS related deductions made by the Employer (+) Company payments (any bonus or payouts) to the student (as the case may be).

2.3 In consideration of the Company providing You the Training, You agree to pay to the NBFC pursuant to the Loan Agreement (a) a total of 36 (thirty-six) or less, as the case may be (as per your Loan Agreement) continuous Monthly Payments commencing from the month in which Your Earned Income / CTC is equivalent to or exceeds the Threshold Amount. Subsequent increase or decrease of Your Earned Income / CTC shall not in any manner affect the Monthly Payments that You are obligated to make to the NBFC. For illustration: a total of 36 (thirty-six) continuous Monthly Payments commencing from the month in which Your Earned Income / CTC is equivalent to or exceeds the Threshold Amount i.e. equal to or more than INR 29,166/- (Indian National Rupees Twenty-Nine Thousand One Hundred and Sixty-Six only) per month which is equivalent to INR 3,50,000/- (Indian National Rupees Three Lakhs Fifty Thousand only) annually (CTC); or (b) until the amounts repaid by You to the NBFC reaches the Payment Cap, whichever occurs first (“Payment Satisfaction”).

2.4 It is clarified that if You do not make payment of the Monthly Payments for any month after Your Earned Income is equivalent to or exceeds the Threshold Amount, then the period of 36 (thirty-six) months or less (as per your Loan Agreement) as set out in point (a) and (b) above shall be extended by such number of months in which You did not make payment of the Monthly Payment. It is clarified that CTC will include the total of the fixed salary (+) the variable pay (+) the employment benefits.

- 2.5** It is clarified that Your obligation to pay will commence if You get a job independently or through the placement process of the Company if your CTC is equivalent to or more than the Threshold Amount. It is clarified that CTC will include the total of the fixed salary (+) the variable pay (+) the employment benefits.
- 2.6** If Your Credit Score (CIBIL score) is below 700 (Seven Hundred and Fifty) or such number as determined by the Company at any time up to the Course Completion Date, You will not have the option to make payments in the manner as set out in Clause 2.3 above but You will have to make payment of the entire Course Fee within a period of 15 (fifteen) days from the Course Completion Date. Determination by the Company of your Credit Score shall be binding on you. The Company has the final say whether the student with a credit score below 700 will be allowed to continue in the Course. Notwithstanding anything contrary contained in this Agreement, the Company, at its sole discretion, shall have right to immediately terminate this Agreement at any time, if Your credit score is below from such number as determined by the Company and Your enrollment for the Course shall stand terminated.
- 2.7** This Agreement shall be valid for a period of 48 (forty-eight) months from the Graduation Date ("Course Term").
- 2.8** The Company is a training partner for the approved course of NSDC through the agreement signed between both the parties under the Scheme for market-led fee-based services. The Company under the Scheme is providing fee-based services to its students for various courses.
- 2.9** It is clarified that the Company provides educational services and resources for skill development and learning purposes only. The Company is not accredited by any university or institute. Any certificates or acknowledgments provided by the Company do not equate to formal academic qualifications granted by accredited institutions. The educational content offered by the Company is intended to enhance practical skills but should not be considered a replacement for traditional accredited education. The Company holds no liability for any misconceptions arising from the non-accredited status. Further, it is clarified that by using Company's services, You acknowledge the above non-accredited status of the Company.
- 2.10** Further, it is clarified that Your course track allocation from **Unit 3 onwards** is dependent on three factors such as a) Performance during the course, b) education background, c) availability of seats. The final decision of which track to be allotted to You shall be of Masai.

3. COMPANY AS PROCESSING AGENT

You hereby consent to Company managing and processing all aspects of this Agreement, including but not limited to monitoring Your Earned Income in Your Approved Bank Account or such other bank account in which the Earned Income is deposited, processing payments, and performing reconciliations. You further agree to cooperate with all requests made by the Company with respect to Your compliance with terms and conditions of this Agreement, including by providing information, documents, and authorizations, as requested from time to time.

4. OBLIGATIONS OF THE STUDENTS

4.1 Income Share Agreement

- 4.1.1** Upon successfully clearing Unit 1 of the Course, our assigned NBFC partner will approve you a zero-interest loan equal to the Course Fee i.e., Monthly Payments which is to be paid by You in the manner as set out in this Agreement. You shall execute with the NBFC the Loan Agreement(s) and all other documents as required by the NBFC in the form and format as stipulated by the NBFC and the terms of such Loan Agreement shall be binding and enforceable against You. Such Loan Agreement and all other documents as required by the

NBFC are to be signed on completion of Unit 1. If You do not execute the Loan Agreement and all the other documents as required by the NBFC within 7 (seven) days from the completion of Unit 1 from the Course Commencement Date, the Company reserves the right to forthwith terminate this Agreement and You shall stand expelled from the Course without any further recourse. You further agree to register in favor of the Company and the NBFC a NACH mandate for the amounts payable by You under this Agreement. You agree that the Loan Agreement will

be signed by You in the format as stipulated by the NBFC.

- 4.1.2 Upon receiving your offer letter/employment agreement and/or Your CTC / Earned Income is equivalent to or exceeding the Threshold Amount, i.e., equals INR 29,166/- (Indian National Rupees Twenty-Nine Thousand One Hundred and Sixty-Six only) (Gross Income), which is equivalent to Rs. 3,50,000/- (Indian National Rupees Three Lakhs Fifty Thousand only) annually (CTC), You agree to pay to the NBFC the Monthly Payments in the manner as set out in this Agreement. Subsequent increase or decrease in this amount will not affect the quantum of Monthly Payments to be made to the NBFC. It is clarified that CTC will include the total of the fixed salary (+) the variable pay (+) the employment benefits.

4.2 Filing of Income-Tax Returns

- 4.2.1 For the assessment year in which Your Payment Term begins through the assessment year in which Your Payment Term ends, You agree to file your income tax returns no later than July 31st of each year, and to timely file any state or local tax returns by the applicable due date. You agree to perform any similar requirements or procedures for any other country's taxing authority, as applicable.
- 4.2.2 You shall submit to the Company, on or before the 10 August of every calendar year, the proof of filing of the income tax returns as set out in Clause 4.2.1 above till such time as an amount equal to the Payment Cap has been repaid.
- 4.2.3 If You fail to file the income tax returns as set out in Clause 4.2.1 above and to submit to the Company the proof of filing of the income tax returns in the manner as set out in Clause 4.2.2 above, the Company shall be entitled to pursue legal proceedings and the Company shall also be entitled to enforce the NACH Mandate registered by you in favor of the NBFC / Company and thereby transfer the amounts payable by You from your bank account to the bank account of the Company / NBFC.

4.3 Information Obligations of the Student

- 4.3.1 You shall provide to the Company and/or the NBFC, Your salary slips as provided by the Employer or such other proof of payment as required by the Company on a quarterly basis either through the Masai Platform or by emailing the same to such email address as designated by the Company and/or the NBFC.
- 4.3.2 If You fail to provide the salary slips or such other proof of payment as required by the Company and/or the NBFC for one calendar quarter, the Company shall issue You a request calling upon you to provide the salary slips or such other proof of payment as required by the Company and/or the NBFC.
- 4.3.3 If, however, You fail to provide the salary slips or such other proof of payment as required by the Company and/or the NBFC for two consecutive quarters, the NBFC / Company shall be entitled to take necessary for the recovery of the amount due and payable by You to the NBFC under the Agreement including but not limited to the invocation of legal proceeding and taking such further steps as set out in the Agreement and the NBFC shall also be entitled to enforce the NACH Mandate registered by you in favor of the NBFC and thereby transfer the amounts payable by You from Your bank account to the bank account of the NBFC.
- 4.3.4 In addition to the salary slips, You shall provide to the Company and/or NBFC, the offer letter/employment agreement issued by an Employer along with the bank statement for the Approved Bank Account, and such other bank accounts in which Your Earned Income is deposited.

4.4 Your Obligations in Relation to Securing a Job Offer

4.4.1 For the Company to assist You to secure a job for You, You must have completed the course as per the Masai standards and passed all career development tasks either listed in the Course/curriculum in the order they appear in the Course or as personally assigned to you by career coaches of the Company and shall have completed your Graduation. It is clarified that if You do not complete and pass the Graduation, You will not be eligible to appear for placement through the placement services of the Company.

4.4.2 You agree and undertake to make the best efforts to secure a job in the field of software development, data science, data analytics, cyber security and information technology including by way of making applications to the concerned companies. You agree and undertake that You shall not be dependent solely on the Company for procuring a job offer for You. You further agree and understand that the Company is a Training institute and is not a placement agency.

4.4.3 You hereby agree that:

- a) You agree to accept job offers and to relocate for the purposes of a job secured either through the placement related services of the Company or through your own efforts to any of the cities and/or “Metropolitan Areas” mentioned herein below (“Relocation Areas”).

For the purposes of this Agreement, the Relocation Areas shall include, without limitation: **Bangalore, Hyderabad, Pune, Mumbai, Delhi- NCR, Chennai, Kolkata, Indore, Jaipur, Bhopal, Coimbatore, Madurai, Ahmedabad, Cochin, Visakhapatnam** and such other cities as prescribed by the Company from time to time.

- b) You shall be active in Your job search and apply for a minimum of 2 qualifying positions per week in the Relocation Areas and such other cities as prescribed by the Company from time to time, in accordance with the best practices prescribed by the placement team of the Company.
- c) You should actively take guidance from Your mentor from the Company and from the placement services team of the Company and You shall be bound to follow their recommendations including in making applications for such jobs that are appropriate for You as decided by the Company.
- d) When making applications for a job, You will apply for roles that are suited to (i) Your level of performance in the course, (ii) your education background, (iii) project experience, and (iv) areas of expertise, as determined by the Company from time to time. Additionally, You shall maintain realistic expectations about the nature and kind of job that You are likely to be offered in the domain of web development or android development considering Your level of experience and expertise.
- e) You must provide the placement team of the Company with a weekly summary of applications that You have made for securing a job and all other related activities and efforts were undertaken by You for securing a job and shall also provide such further information as required by the representatives of the Company within a period of 3 (three) days from the representatives of the Company requesting for any information.
- f) You must respond to placement-related communications from representatives of the Company within 24 (twenty-four) hours.
- g) You must always act reasonably and take all necessary efforts in good faith to secure a job.

- h) You may accept job offers in the field of software development, data science, data analytics, cyber security and information technology below the Threshold Amount or opt-out of placement related services of the Company for roles that are suited to Your level of experience and areas of expertise, provided that you first allow the Company to provide you 30 (thirty) placement opportunities or 45 (forty-five) days from the completion of Course, whichever is later. Notwithstanding anything to the contrary, the Company reserves the right in its sole discretion to ease the conditions stipulated in this Clause. It is clarified that Your obligation to pay the Course Fees will commence if You get a job independently or through the placement process of the Company if your CTC becomes equal to or more than the Threshold Amount and all the other obligations mentioned under this Agreement shall remain “as is”.
- i) You hereby agree and acknowledges that in the event, You opt-out of placement related services of the Company and You secure a job in the field of software development data science, data analytics, cyber security and information technology on your own wherein your CTC is equivalent to or above the Threshold Amount than, You shall not be entitled for claiming the Contingency Amount (as defined herein below) from the Company and all the other obligations mentioned under this Agreement shall remain “as is”.
- j) You must respond to job offer-related communications from representatives of any offering company within 24 hours, communicating your confirmation or rejection of the offer, as the case may be.
- k) You hereby agree and acknowledge that if You are below the age of 20 years than, You shall obtain a written consent from your parents or legal guardian to be co-guarantors for paying the Monthly Payments and/or the Course Fees on Your behalf.
- l) You hereby agree and acknowledge that You have to opt-in for placements immediately if You have completed and passed all curriculum-related assessments either listed in the Course or as personally assigned to You by career coaches of the Company and a certificate of graduation / Masai Accredited from the Course is issued to You by the Company.

5. Payment of the Course Fees

Upon the occurrence of the events as set out in this Clause, You shall be liable to pay to the Company, the entire Course Fee within the timelines as set out in this Clause:

- 5.1 You shall be liable to pay the Monthly Payments to the Company under the following circumstances:
 - 5.1.1 If You secure a job that is not related to software development, data science, data analytics, cyber security information technology within a period of 1 (one) year from the Course Completion Date.
 - 5.1.2 If the Company procures an offer for You from an Employer in the field of software development, data science, data analytics, cybersecurity, information technology for an amount equivalent or more than the Threshold Amount and if You reject the said offer and if You are not able to secure a job in the following 45 (forty-five) days for an amount equivalent or more than the Threshold Amount.
 - 5.1.3 If You do not attend the interviews or follow the hiring process (prescribed by the hiring Company) in relation to the placements offered by the Company for a period of 1 (One) month post the Course Completion Date.

- 5.1.4 If You decide to pursue any education program or any advanced course in any field, within a period of 1 (one) Year from the Course Completion Date.
- 5.1.5 You do not put sufficient and consistent effort into securing a job and as more particularly set out in 4.4.3.
- 5.1.6 You refuse to accept or upon acceptance, if You do not continue with a job that is offered to You or taken up by You, for any reason whatsoever, in one of the Relocation Areas or such other cities as prescribed by the Company from time to time.
- 5.1.7 You do not communicate with the placement team of the Company consistently throughout Your search for a job and do not notify/inform the Company of any of the offers that You have received.
- 5.1.8 You do not follow through with the interview process in a timely and professional manner, including but not limited to, not participating as expected by the employer in the interview process by providing responses to employer communications, not showing up on time for interviews and not providing documents or not following up as expected by employers.
- 5.1.9 You do not apply for jobs that are suitable for your background or experience as discussed in Your calls with Masai School's career services team.
- 5.1.10 You accept job offers in the field of software development and information technology wherein the CTC is lower than the Threshold Amount or opt-out of placement related services of the Company without the prior written approval of the Company.
- 5.1.11 You opt-out of placement related services of the Company and You secure a job in the field of software development and information technology on your own wherein your CTC is above the Threshold Amount as more particularly set out in Clause 4.4.3.
- 5.1.12 You are in breach of your obligations as set out in Clause 4.4.3.
- 5.1.13 In case of 5.1.1, the Monthly Payments shall be payable within a period of 15 (fifteen) days from the date of Your acceptance of such offer.
- 5.1.14 In the case of Clause 5.1.2, the Monthly Payments shall be payable within a period of 45 (forty-five) days from the date of an offer is made to You by an Employer.
- 5.1.15 In case of Clause 5.1.3 above, the said Monthly Payments shall be payable within a period of 15 (fifteen) days from expiry of the period of 2 (two) months from the Course Completion Date.
- 5.1.16 In the case of Clause 5.1.4 to Clause 5.1.12, the Monthly Payments shall be payable within a period of 15 (fifteen) days from the Course Completion Date.
- 5.2 If the Monthly Payments is not paid in the manner as set out in Clause 5, then the NBFC / Company shall be entitled to take necessary steps for recovery of the amount due and payable by You to the NBFC under the Agreement including but not limited to the invocation of legal proceeding and taking such further steps as set out in the Agreement. The NBFC shall also be entitled to sweep from Your designated bank account the amounts payable by You to the NBFC pursuant to the NACH mandate in favor of the NBFC pursuant to this Agreement.

5.3 You will be bound by the Code of Conduct of the Company.

6. MAKING PAYMENTS FROM EARNED INCOME

6.1 Once Your Earned Income, either on account of securing a job or a change in job or on account of an increment granted to You by an Employer, is equivalent to or exceeds the Threshold Amount at any time during a period of 4 (four) years from the Course Completion Date, the Payment Term will commence and You shall be liable to pay to the NBFC the Monthly Payments or such other payments as may be provided for in the Agreement. Such payment to the NBFC shall be made on or before such day of each calendar month as stipulated in the Agreement ("Payment Due-Date").

6.2 Once Your Earned Income is equivalent to or exceeds the Threshold Amount, You will be liable to pay to the NBFC the Monthly Payment for a continuous period of 36 (thirty-six) months or less, as the case may be (as per your Loan Agreement).

6.3 In the event of the termination of Your employment or if Your income falls below the Threshold Amount i.e., INR 29,166/- (Indian National Rupees Twenty-Nine Thousand One Hundred and Sixty-Six only) per month, Your obligations to make the Monthly Payments to the NBFC from your own income shall not cease for any reasons whatsoever (save and except Clause 6.4 hereinbelow).

6.4 In the event of your Earned Income falling below the Threshold Amount as set out in Clause 6.3 only on account of (i) employer ceases to do business or part of its business, or (ii) a pay-cut introduced by the employer; or (iii) lay-off by the employer for economic reasons, You can apply to the Company to lend you such amount which is equal to the amount payable by You to the NBFC by way of Monthly Payments for the period of first 6 (six) months only starting from the date of joining your first employment ("Contingency Amount"). The Contingency Amount shall be utilized by You only for payment of the Monthly Payment to the NBFC pursuant to this Agreement and for no other purpose. You shall issue to the Company post-dated cheques for each month in which the Contingency Amount is lent to You by the Company. The Contingency Amount shall be repaid by You to the Company after your Monthly Payments to the NBFC have been completed. You shall provide to the Company your termination letter evidencing that the termination is on account of (i) employer ceases to do business or part of its business, or (ii) a pay-cut introduced by the employer; or (iii) lay-off by the employer for economic reasons and as a result of which Your Earned Income is below the Threshold Amount. You agree to execute with the Company such documents as may be stipulated by the Company in relation to the Contingency Amount. Further, irrespective of your CTC in your previous job, You will have to accept any new job offers (either through the Company placement process or jobs offers received by you independent of the Company placement process) for an amount is equivalent to or excess of the Threshold Amount i.e.; INR 29,166/- (Indian National Rupees Twenty-Nine Thousand One Hundred and Sixty-Six only) CTC (as per the definition of Threshold Amount) and if you do not accept any such job offers the Contingency Amount will not be paid to You or if the Contingency Amount is being paid to you then the payment of the Contingency Amount will be stopped by the Company. Notwithstanding anything to the contrary provided herein, it is hereby clarified that, in the event Your employment is terminated by the Employer on account of (i) any underperformance attributable to You in the course of Your employment; and / or (ii) any breach by You of the policies and/or code of conduct prescribed by the Employer, and/or (iii) any misconduct, You shall not be eligible to apply for the Contingency Amount under this Clause 6.4.

6.5 If your employment is terminated, the Company shall, on a best effort basis, attempt to secure You a new employment. It is however clarified that there should be no obligation on the Company to secure a new employment offer for You. The provisions of Clause 4.4.3 shall be

applicable to You in such case and You shall also be bound by all the placement-related guidelines stipulated by the Company.

- 6.6** Default in payment of the Monthly Payments - in the event of a delay in making payment of the Monthly Payment of more than 30 (thirty) days beyond the Payment Due Date ("Payment Default"), the Company and/or the NBFC shall be entitled to initiate legal actions for recovery of the amounts due and payable to the Company and /or the NBFC. Further, on account of Payment Default, You will be liable to pay such additional amounts and/or default charges as set out in the Agreement. The NBFC / Company may, at its discretion, initiate appropriate legal proceedings for recovery of the amounts due and payable under the Loan Agreement and this Agreement. The NBFC / Company shall also be entitled to sweep from your designated bank account the amounts payable by You to the NBFC pursuant to the NACH mandate in favor of the NBFC pursuant to the Loan Agreement.

7. The obligation of the Student in Event of Withdrawal from Course Training

For the purpose of this Clause, "Unit" shall mean each period of 5 (five) weeks from the Course Commencement Date and which Unit will be deemed to be completed by You upon satisfaction of the evaluation criteria as set out for the said Unit. If You do not complete the Units as set out below and if You decide to opt-out from the Course, then the consequence as set out below will follow and the amounts as set out in this Clause will be payable by You to the Company:

- 7.1** If you do not complete Unit 1 and if you decide to drop out / withdraw from the Course, then no PAP AGREEMENT fees will be payable by You, and this Agreement shall stand terminated.
- 7.2** If You decide to drop off / Withdraw anytime during Unit 2 to Unit 4 of the Course, You shall pay to the Company INR 50,000 (Indian National Rupees Fifty Thousand only) within a period of 15 (fifteen) days from the date on which You decide to opt-out of the Course. If You fail to make payment of the INR 50,000 (Indian National Rupees Fifty Thousand only),, the Company along with NBFC shall be entitled to initiate legal actions for recovery of the amounts due and payable to the Company and /or the NBFC. The Company / NBFC shall also be entitled to sweep from your designated bank account the said amount of INR 50,000 (Indian National Rupees Fifty Thousand only), pursuant to the NACH mandate registered by you in favor of the Company / NBFC.
- 7.3** Unit 5 onwards if you decide to drop out / withdraw even if You do not complete the Course, You shall pay to the Company a sum of INR 2,50,000/- (Indian Rupees Two Lakhs Fifty Thousand only) including applicable taxes, if any, within a period of 15 (fifteen) days from the date on which you decide to opt-out from the Course. If You fail to make payment of the Course Fee, the NBFC shall be entitled to initiate legal actions for recovery of the amounts due and payable to the NBFC. The NBFC shall also be entitled to sweep from your designated bank account the said amount of Course Fee pursuant to the NACH mandate registered by You in favor of the NBFC.
- 7.4** If You are expelled from the Course on account of breach of the Code of Conduct then based on the Unit that You have completed, the consequences as set out in Clause 7.1 to Clause 7.3 will follow.
- 7.5** If You are expelled from the Course at any time prior to the Course Completion Date on account of (i) Your performance being unsatisfactory of the evaluation criteria prescribed by the Company; and/or (ii) You being found guilty of Plagiarism, the based on the Unit that You have completed, the consequences as set out in Clause 7.1 to Clause 7.3 shall follow.
- 7.6** Working professionals need to abide by Clause 1- Attendance, Punctuality & Leave of Absence

and Clause 2

- Completion of Assignments, projects and coursework of the Code of Conduct, irrespective of their other commitments outside Masai School during the duration of the course, failure to do so shall result in termination of the PAP AGREEMENT and penalty set out in Clause 7.1 to Clause 7.2 being applicable.

- (ii) Reporting of all Earned Income - Upon completion of Your Training and throughout the Payment Term, You agree to use the Masai Platform to communicate: (i) Your Earned Income; all employment positions You accept including, if requested, a description of the business and products or services provided by each Employer and the nature of Your position with each Employer;
- (iii) Your projected annual gross Earned Income; and (iv) any changes in employment. You further agree during the Payment Term to update through the Masai Platform any changes in Your Earned Income within thirty (30) days of any event giving rise to such change. You further agree to provide to the NBFC such information as may be required by the NBFC from You from time to time.

7.7 Approved Bank Account - Set Up and Maintenance of Approved Bank Account. You agree that, prior to receiving any Earned Income, You will establish a bank account with a bank designated by the NBFC ("Approved Bank Account"). If for any reason (e.g., a change in Your employment or address), You would like to change Your Approved Bank Account to another bank, You agree to give the Company and the NBFC prior notice of the requested change and such details for the proposed replacement account as the Company and the NBFC may reasonably request.

7.8 Deposit of all Earned Income into Approved Bank Account- You agree that during the entire Payment Term You shall deposit all Earned Income received by You from any and all sources directly into Your Approved Bank Account. If You are employed, You agree to cause Your Employer to arrange for the direct deposit of all of Your Earned Income to Your Approved Bank Account. Your refusal or failure to establish the Approved Bank Account for the purpose of making Monthly Payments or other payments hereunder shall not relieve You of any of Your obligations under this Agreement.

7.9 Survival of Obligations- Expiration of the Payment Term only terminates Your obligation to make Monthly Payments from Earned Income. However, it does not terminate this PAP AGREEMENT or any continuing obligations You may have to the Company to this Agreement, including but not limited to the obligation to make an additional payment if the Company determines that You underreported Your Earned Income.

8. Plagiarism and Cheating

8.1 For the purposes of this Agreement Plagiarism is a form of academic dishonesty that includes but is not limited to wrongful appropriation of another's work, thoughts, ideas, or expression. Plagiarism will include but is not limited to copying code from instructors, other students, outside sources, or generally submitting work that is not Your own or originally created work. Plagiarism will also include using someone else's code and passing it off as Your own (irrespective of whether You understand such work or not). Copying from classmates, instructors or from IA's solution code will also be considered as Plagiarism. Even if part of the work / assignment required to be completed by You is plagiarized then the same will be considered as Plagiarism for the purpose of this Agreement.

8.2 The provisions relating to Plagiarism as set out in this Clause will apply to You even if you assist someone else to copy / replicate or use Your code or your work or assignments (either in part or in entirety) i.e., if you act as a "Code Giver".

- 8.3** The code written by You should be original and You should be able to write the code from scratch.
- 8.4** If You have indulged in Plagiarism (either as a “Code Giver” or “Code Receiver”) or if the representatives of the Company have reasons to believe that You have indulged in Plagiarism then the following procedure will be followed:

An intimation email will be sent to You informing You that Your access to the systems of the Company has been removed temporarily including from Slack and LMS.

You will be given an opportunity to present your case before the Masai Disciplinary Committee. Based on the hearing, the Masai Disciplinary Committee will declare a verdict whether you are guilty of Plagiarism and the verdict of the Masai Disciplinary Committee will be final and binding on you as also on the internal teams of the Company and thereafter the consequences / penalties for indulging in Plagiarism will applicable to You.

8.5 Consequences of Plagiarism

If the Masai Disciplinary Committee determines that You are guilty of Plagiarism (including as a “Code Giver”), the Company will be entitled to remove You from the Course and Your engagement with the Company will be terminated and You will not be allowed to attend any further classes and the Company will be under no obligation to find a job / placement for You. On a case-to-case basis, and at the sole discretion of the Masai Disciplinary Committee, penalty / fine may be imposed upon You or You may be suspended from the Course for a temporary period of time or You will be debarring from the placement process for a specified duration.

The Company will be entitled to update the GitHub website against your profile that Your engagement with Masai School was terminated on account of You having been found guilty of Plagiarism.

- 8.6** In case if You are Terminated for having been found guilty of Plagiarism by the Masai Disciplinary Committee, You will be liable to pay the penalty, as mandated pursuant to this PAP AGREEMENT, depending upon the Unit in You were studying when you were found guilty of Plagiarism. If You are terminated on grounds of Plagiarism anytime during Unit 2 to Unit 4, You shall pay an amount of INR 50,000/- (Indian National Rupees Fifty Thousand only) to the Company. If You are terminated on grounds of Plagiarism anytime after entering Unit 5, You shall pay an amount equal to the Course Fee to the Company. The Course Fee as mentioned in this Clause has to be paid within 15 days of communication of the decision taken by the Masai Disciplinary Committee, failing which, legal action can be initiated against the student for recovery of the said amount. The NBFC / Company shall also be entitled to sweep from your designated bank account the said amount of INR 50,000/- (Indian National Rupees Fifty Thousand only) or the Course Fee pursuant to the NACH mandate registered by You in favor of the NBFC.

9. RECONCILIATION

From time to time during the Payment Term, and for a period of one (1) year following the end of the calendar year in which the Payment Term expires, Company and/or NBFC shall have the right to examine and audit Your records pertaining to Your employment and to verify your Earned Income at any point to ensure that You have properly reported or projected Your Earned Income and to verify that the Company and/or NBFC has properly calculated the Monthly Payments due and payable under this Agreement (“Reconciliation”). You agree to cooperate with the Company and/or NBFC in the Reconciliation process.

10. Confirmation of Earned Income and Employment- To permit the Company to perform Reconciliation, You agree that You shall, within thirty (30) days of a request by the Company and/or NBFC provide the Company and/or NBFC with the name, address, and phone number of any Employers from which You have received Earned Income and authorize each of Your Employers to disclose to the Company / NBFC all forms of cash and non-cash compensation paid or provided to or earned by You and provide such other documentation (including Your salary slips, a summary of any non-written or oral non-cash consideration, equity or deferred compensation arrangements) as may be reasonably requested by the Company and/or NBFC for the purpose of performing the Reconciliation.

11. Underreported Earned Income - If at any time during the Payment Term or pursuant to Reconciliation, whether intentionally or unintentionally, You under-report Your Earned Income, resulting in a lower amount of Monthly Payment being made to the NBFC / Company, Company will have the right to revise the Monthly Payment, in its discretion, by (A) increasing Your Income Share for Monthly Payments payable to the Company and/or NBFC for each subsequent month, to a maximum of 1.5X of Earned Income; or (B) adding a fixed monthly underpayment fee which shall not exceed Rs. 7,500/- (Rupees Seven Thousand and Five Hundred only) per month (“Underpayment Fee”), until such time as the discrepancy has been corrected.

Alternatively, if a Reconciliation shows that You underreported Your Earned Income at any time during the Payment Term so that You made one or lower Monthly Payments than Company and/or NBFC is entitled to receive under this Agreement, Company and/or NBFC shall give You notice within 15 (fifteen) days of completion of the Reconciliation of the amount of the underpayment and reasonable documentation of the underpayment calculation. You agree to pay the Company and/or the NBFC the aggregate amount of the underpayment within sixty (60) days of receiving such notice. The Company / NBFC shall also be entitled to sweep from your designated bank account the amounts payable by You pursuant to this Clause pursuant to the NACH mandate registered by You in favor of the NBFC.

12. CAP ON PAYMENTS; PREPAYMENT AMOUNT

12.1 Payment Cap - The total Monthly Payments payable by You to the NBFC under this Agreement shall not exceed the Payment Cap.

12.2 Prepayment Amount - You may at any time pay in full Your obligation to the NBFC/ Company by paying an amount equal to the Prepayment Amount.

13. ADDITIONAL PROVISIONS AFFECTING PAYMENTS

13.1 International Work - If You move out of India during Your Payment Term, You agree to continue to report Earned Income and to continue paying Your Income Share of Earned Income during the Payment Terms. You shall not be in breach of this Agreement so long as You continue to make the required Monthly Payments pursuant to the terms of this Agreement.

13.2 Waiver of PAP AGREEMENT Due to Death or Total Disability- We will waive what You owe under this Agreement, including any past due amounts and fees, in the case of any unfortunate event leading to death or permanent total disability; if You would like to assert a waiver based on disability, You will need to provide documentation showing that You have been found to be permanently disabled by the state agency due to a condition that began or deteriorated after the Effective Date.

13.3 Upon your Graduation (i.e., when a graduation certificate is issued to you by the Company) and if you fail to secure employment or pursuant to self-employment in the field of Software, Data Science, Data Analytics, Cyber Security, Information Technology for a period of 1 (one) year from the Graduation Date, Your Income Share Agreement will be waived and terminated, subject to

adhering to placement terms and conditions as set out in clause 4.4.3 and such other terms and conditions as stipulated by the Company from time to time.

14. COVENANTS AND REPRESENTATIONS OF STUDENT

14.1 By entering into this Agreement, You represent, warrant, and promise to the Company as follows:

14.1.1 That You are entering into this Agreement in good faith and with the intention to pay the Company / NBFC by making Monthly Payments or the Course Fee payment when due;

14.1.2 That all the information You have provided to Company in connection with entering into this Agreement is true and accurate and that You have not provided any false, misleading, or deceptive statements or omissions of fact;

14.1.3 That You are an Indian citizen or a permanent resident or have an Aadhar number and the legal right to work in India;

14.1.4 That You will make reasonable and good faith efforts to seek employment immediately following completion of the Training and during all times during the Payment Term that You are not employed or that You have Earned Income less than the Threshold Amount;

14.1.5 During the Payment Term, You will timely report to the Company any changes in Your employment status. Further, during the Payment Term, You will not conceal, divert, defer or transfer any of Your Earned Income (including but not limited to any non-cash consideration, equity, or deferred compensation rights granted to You) for the purpose of avoiding or reducing your Monthly Payment obligation or otherwise;

14.1.6 That You will timely and fully provide all information and documentation required under the terms of this Agreement or as reasonably requested by Company and/or the NBFC (including any assignee of Company) and that such information or documentation shall be true, complete, and accurate;

14.1.7 That during the Payment Term, You will file all tax returns and reports as required by law, which shall be true and correct in all material respects, that You will report all of Your Earned Income on such returns, and that You shall pay all taxes and other assessments when due;

14.1.8 That You shall keep accurate records relating to Your Earned Income for each year of Your Payment Term, including any invoices or payments relating to self-employment services You provide; and that You will retain all such records for a period of at least one (1) year following the date You fulfill all Your payment obligations under this Agreement.

14.1.9 That You or the Parent (as the case may be) shall forthwith inform the Company either existing or upon the occurrence of any physical or mental disability during the Course Term, which renders You incapable of performing your duties and obligations as set out under this Agreement.

14.2 By entering into this Agreement, you hereby acknowledge and agree that the Company shall have the right but not the obligation, to share any information in relation to Your acts or omissions during the Course Term with your Parents.

14.3 The Company may, in connection with Your enrollment in the Course, collect Your personal data, and personal data relating to your Parents. Such data may be collected and received from You, or from other sources that may be recorded directly or indirectly by internal security systems or by other means. The Company may process such data for relevant and limited purposes such as (i) for sharing the data with recruitment agencies and NBFCs; and/or (ii)

using such data for marketing and promotional activities to be undertaken by the Company (hereinafter collectively known as “Data Use”). By signing this Agreement, You expressly consent to the following:

- 14.3.1 the processing of Your personal data by the Company; or
- 14.3.2 the collection and processing of sensitive personal data or information (as defined under applicable laws) about You for the Data Use.

15. TERM

- 15.1 This Agreement shall be effective from the Execution Date and shall be valid and binding till an amount equal to the Payment Cap has been repaid by You in the manner as set out in this Agreement have been completed.
- 15.2 You shall not be entitled to terminate this Agreement.

16. BREACH AND REMEDIES

- 16.1 Remedies upon Breach - Upon breach by You of this Agreement, the Company shall be entitled to: (i) collect the amounts due and payable by You under this Agreement; (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to Company and/or the NBFC to garnish wages or set off any tax refund and to sweep from your designated bank account the amounts payable by You to the Company and/or the NBFC pursuant to the NACH mandate registered by You in favor of the Company and/or the NBFC); or (iii) utilize any combination of these remedies. You agree to pay the Company's and/or the NBFCs costs incurred by the Company for recovery of the amounts due and payable by You under this Agreement, including reasonable attorney fees, collection fees charged by a taxing authority for tax refund set-off, and any other fees or costs.

17. GENERAL PROVISIONS

- 17.1 **Use of Your Name and Details by the Company:**
The Company shall be entitled to use, display and publish Your name, photo, the fact of your engagement with the Company and the placement/ job that was offered to you and the job that you accepted through the placement process of the Company and also the company where you may be working (irrespective of whether such job was through the placement process of the Company or not) and your salary details. The Company shall be entitled to use, display and publish this information for promotional purposes including but not limited to display on the website of the Company, the brochures and the documentation of the Company and various social media websites and in any other manner / form or on any other platform as deemed appropriate by the Company.
- 17.2 **Entire Agreement-** This Agreement along with the Code of Conduct and the Loan Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between You and the Company relating to the subject matter hereof.
- 17.3 **Amendments-** This Agreement cannot be modified or amended except with the written consent of both Parties.
- 17.4 **No Waivers-** No delay or failure on the part of either Party to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other

instance.

17.5 Governing Law and Jurisdiction - This Agreement shall be governed by the laws of India and the courts at Bengaluru shall have exclusive jurisdiction.

18. Confidentiality

You agree and understand that as part of the Course, the Company will make available to You various course materials including by way of the online course, assessment material, study modules, and various other information/documents ("Confidential Information"). You agree to treat as confidential the Confidential Information and shall not during the duration of the Course and for a period of 5 (five) years from the Course Completion Date disclose any such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever.

19. VERIFICATION OF REVIEW AND INDEPENDENT DECISION TO ENTER INTO PAP AGREEMENT

By signing below, You acknowledge and agree that this Agreement is entered into voluntarily and as an arms-length transaction. You further acknowledge and agrees with each of the following: (i) that You are of legal age to execute this Agreement; (ii) that You have had the opportunity to read this Agreement and to review its terms and conditions with Your legal and financial advisors of Your choosing; (iii) that Company is not an agent or fiduciary or advisor acting for Your benefit or in Your favor in connection with the execution of this Agreement; (iv) that Company has not provided You with any legal, accounting, investment, regulatory or tax advice with respect to this Agreement; and (v) that Company has not made any promises or assurances to You that are not expressly set forth in writing in this Agreement. You understand that, by entering into this Agreement, You are irrevocably agreeing to share a fixed portion of Your future Earned Income in consideration of receiving the Training / Course, in accordance with the terms and conditions of this Agreement

IN WITNESS WHEREOF, the parties have entered into this Pay After Placement Agreement as of the date first hereinabove mentioned

Signature: <u>Arnab Biswas</u>	Signature: <u>Anupam Biswas</u>	Signature: <u>Vineet Pandey</u>
Name: <u>Arnab Biswas</u>	Name: <u>Anupam Biswas</u>	Name: <u>Vineet Pandey</u>
Date: <u>2024-07-20</u>	Date: <u>2024-07-20</u>	Date: <u>2024-07-20</u>

Student's Signature	Parent's signature	For NOLAN EDUTECH PVT LTD
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STUDENT CODE OF CONDUCT AT MASAI SCHOOL

Student Code of Conduct: Rules and Regulations:

- This Student Code of Conduct (“Code”) sets out the standards of conduct required from all students of Masai School (“School”). The Code along with the Pay After Placement Agreement (“PAP AGREEMENT”) and along with the Loan Agreement with the NBFC designated by the School and the NACH mandate registered by the Student in favor of the School and the NBFC designated by the School, constitutes the entire agreement between the School and the Student. It holds individual students and groups of students responsible for the consequences of their actions. Failure to fulfill these responsibilities may result in the withdrawal of privileges or the imposition of sanctions including but not limited to termination from the course, ban from sitting for demo days and placements, etc.
- The School reserves the right, in its sole discretion, to modify or replace all or any part of the Code at any time by notifying the students. The Code of Conduct, along with any other document relating to the code of conduct of the School as published by the School shall be applicable and binding in relation to the behavior of the Students that is in-person, written, or conducted online.
- For Students who do not abide by the terms of this Code of Conduct (including in relation to meeting the minimum attendance requirement) or who are in breach of their responsibilities as set out in this Code of Conduct, the School shall be entitled to expel such Students from the course. In such case, depending on the Units that you have completed the consequences as set out in the PAP AGREEMENT shall apply. The determination by the School that the Student is in breach of the terms of this Code of Conduct shall be final and binding on the Student.
- During the course, each Student will be classified in such batch as determined by the School (depending on Your performance). School will be defining a course path for each Student based on their learning curve.

At Masai, we value an educational environment that respects the values of individual students and their personal and professional development. We strive to create and maintain an environment in which individuals are treated with dignity, decency, respect and to ensure that we provide to the Students the best learning experience. Masai prohibits unlawful discrimination against and harassment of staff, instructors, and students.

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

All policies including but not limited to the Code of Conduct may be enforceable for incidents that happen outside of Masai School that affect the Masai School community (i.e. personal social media pages, Facebook, and/or meet ups or any other events as determined by the School). With our program being all-online, in many different locations, powered by people and technology, we realize how much online interaction on any platform can be a part of the

experience of Masai School.

The following criteria will be used to determine if an incident that happens outside of Masai networks will be considered an alleged violation of the Masai School's policies:

- When the incident was recognized by others as being carried out by a Masai School student;
- When the incident adversely impacted the mental, emotional, or physical health, safety, and/or security of Masai School community members (including the students, instructors and the staff of the School); and/or
- When the incident adversely impacted the mission and/or values of Masai School. Examples of incidents that we would look into include, but are not limited to: harassment, discrimination, bullying, and threatening behavior. Of course, if you as a student are ever uncomfortable about an interaction, please let us know.

We do not actively seek out violations of the School policies or Code of Conduct. If someone brings concerning behavior to our attention, the discipline team will work to determine if the behavior may be a violation of the Code of Conduct or school's policies. If it is determined that there is an alleged violation, we will notify the Student (s) accused, meet with them, gather information about the incident(s), and work to prevent reoccurrence.

As with any alleged violation of this Code of Conduct or school policies, if we find that a Student is in breach of this Code of Conduct, we will take action, both to protect students involved and to continue to foster the learning environment for everyone. When deciding the appropriate action to take, we consider the severity of the incident, additional information (such as past behavioral history), and context we may have. Actions taken to prevent future occurrence may be educational in nature (such as a success plan) or may include actions including but not limited to suspending a Student or terminating the engagement of the Student with the School.

Important note: we encourage critical thought, discourse, and feedback from our students, and none of the above is to discourage criticism of the school itself, policies, or anything else. We value your feedback and welcome it anytime via feedback@masaischool.com, communication with your IA's, instructors, and others. We hold our student community to high standards and expect staff, instructors, and Students to engage with each other in a professional manner.

The Code of Conduct is set forth to give Students general notice of academic and non-academic prohibited conduct. Here at Masai, we are committed to Student Success. That focus drives everything we do. Besides providing a clear framework, the policies and procedures are designed to mirror expectations our students will see in a clear professional environment. Additionally, we want every Student at Masai to have a positive learning environment as possible - something we all play a role in.

The Code of Conduct should be read broadly and is not designed to define misconduct in exhaustive terms. The Code of Conduct is an overarching policy that also includes all published policies and procedures. All students are expected to know and abide by the Code of Conduct and all published policies and procedures.

In addition, we may from time to time publish announcements to Students - for example in the #announcements channel in Slack about topics related to the Code of Conduct.

1. **Attendance, Punctuality, Course Track Allocation & Leave of Absence:**

Masai School expects each Student to actively participate in their course by attending all lectures, having an online presence during course hours, engaging with their instructor, IA's, and collaborating with other Students.

- For full-time programs, Students must follow a six-day working schedule from Monday to

Saturday. Classes are scheduled from 11.00 am to 11.00 pm (Mon-Sat).

- For part-time programs, students must follow Monday to Friday 8.00 pm -1.00 pm) and in addition must attend 11.00 am to 4.00 pm on a Saturday.
- Upon completion of Unit 2, Students course track allocation from Unit 3 - (level 3) onwards is dependent on these three factors such as a) performance during Unit 1 & Unit 2 , b) education background, c) availability of seats. The final decision of which track to be allotted to the Student shall be of the Masai.
- Students must have a minimum attendance of 90% during the course duration in order to sit for demo days and placements and strictly adhere to School timings.
- If a student proposes to take a leave the Student should, prior to taking such leave, inform the Experience Champion (EC) or addressing an email to operations@masaischool.com
- In the case of absenteeism due to illness, students must present a medical certificate to the School.
- Leave of 2 (two) days or more may only be taken with the prior permission of the School by informing Experience Champion (EC) or addressing an email to operations@masaischool.com.
- In lieu of missing a significant number of classes, consequently being unable to catch up with the curriculum, the student may be asked to attend the next upcoming batch by clearing the admission process. The Student agrees that such admission for the next batch shall be at the sole discretion of the School.
- Working professionals need to abide by the conditions stated herein, irrespective of their other commitments outside Masai School during the duration of the course, failure to do so shall result in termination of the PAP AGREEMENT and penalty set out in the PAP AGREEMENT being applicable.

2. Completion of Assignments, projects and coursework

Masai School expects Students to complete each and every assignment given as part of the course because the concepts learned in one assignment are a building block needed for future assignments. Even if a Student knows a concept, repetition solidifies the foundation of their knowledge. We encourage Students to reach for stretch goals and practice on their own. Students must have at least 80% assignment submission rates, if the completion rates are below 80% disciplinary action will be taken i.e., granting of warning to the Student, suspension of the Student, rustication of the Student from the Course. Working professionals need to abide by the conditions stated herein, irrespective of their other commitments outside Masai School during the duration of the course, failure to do so shall result in termination of the PAP AGREEMENT and penalty set out in the PAP AGREEMENT being applicable.

3. Integrity - Policy on Unfair Means, Cheating, Forgery, Impersonation, etc.

Masai school expects students to maintain high standards of academic integrity. Breaches of academic integrity include, but are not limited to inappropriate collaboration, cheating, sharing solution code, plagiarism, copyright infringement, and inaccurate citations. Asking for help and researching online is a key part of learning; however, Students cannot use code they did not write. Do not shortcut education by cheating.

- **Inappropriate Collaboration**

Collaboration on assignments is prohibited unless explicitly permitted by your instructor. The goal of Masai School and your experience here is to learn the material to mastery. While we welcome both self-reliance and peer engagement, if a Student is caught inappropriately collaborating, a member of the Student, Curriculum team / Operation team will evaluate the situation. Based on findings, the Student may face disciplinary action, up to being withdrawn from Masai School.

- **Cheating**

Cheating can be a tricky subject in the world of collaboration and open source. For our purposes, we define cheating as:

- Using someone else's code and passing it off as your own (even if you understand it);
- Giving your solution code to a classmate to copy from; or
- Copying from classmates, instructors, or IA's solution code, unless otherwise advised. Although you can google, read articles and documentation, and review code snippets and examples for help, you should be able to put all these assistance tools aside and write code from scratch - if you cannot do this, you do not understand the concept and you need to spend more time on it. If a student is caught cheating, a member of the curriculum team / Student Operation team will evaluate the situation. Based on findings, the Student may face disciplinary action, up to being withdrawn from Masai School.

Determination by the instructors or IAs or through online proctoring by the School that the Student has cheated will be binding on the Student.

- **Sharing Code Solutions**

Masai projects and curriculum are the property of Masai school, any unauthorized sharing of project solution code within or outside of the Masai school community may result in dismissal from the program. Masai owns all code for Masai assigned projects, students own any code that they write for projects outside of the core Masai curriculum, even if these projects were written during their enrolment in Masai.

- **Plagiarism**

Plagiarism is a form of academic dishonesty that includes but is not limited to wrongful appropriation of another's work, thoughts, ideas, or expression. Plagiarism will include but is not limited to copying code from instructors, other students, outside sources, or generally submitting work that is not Your own or originally created work. Plagiarism will also include using someone else's code and passing it off as Your own (irrespective of whether You understand such work or not). Copying from classmates, instructors or from IA's solution code will also be considered as Plagiarism. Even if part of the work / assignment required to be completed by You is plagiarized then the same will be considered as Plagiarism for the purpose of this Agreement.

- (i) The provisions relating to Plagiarism as set out herein will apply to You even if you assist someone else to copy / replicate or use Your code or your work or assignments (either in part or in entirety) i.e., if you act as a "Code Giver".
- (ii) The code written by You should be original and You should be able to write the code from scratch.
- (iii) If You have indulged in Plagiarism (either as a "Code Giver" or "Code Receiver") or if the representatives of the Company have reasons to believe that You have indulged in Plagiarism then the following procedure will be followed:
 - a. An intimation email will be sent to You informing You that Your access to the systems of the Company has been removed temporarily including from Slack and LMS.
 - b. You will be given an opportunity to present your case before the Masai Disciplinary Committee.
 - c. Based on the hearing, the Masai Disciplinary Committee will declare a verdict whether you are guilty of Plagiarism and the verdict of the Masai Disciplinary Committee will be final and binding on you as also on the internal teams of the Company and thereafter the consequences / penalties for indulging in Plagiarism will be applicable to You.

- **Consequences of Plagiarism**

- (i) If the Masai Disciplinary Committee determines that You are guilty of Plagiarism (including as

a “Code Giver”), the Company will be entitled to remove You from the Course and Your engagement with the Company will be terminated and You will not be allowed to attend any further classes and the Company will be under no obligation to find a job / placement for You.

- (ii) On a case-to-case basis, and at the sole discretion of the Masai Disciplinary Committee, penalty / fine may be imposed upon You or You may be suspended from the Course for a temporary period of time or You will be debarring from the placement process for a specified duration.
- (iii) The Company will be entitled to update the GitHub website against your profile that Your engagement with Masai School was terminated on account of You having been found guilty of Plagiarism.
- (iv) In case if You are Terminated for having been found guilty of Plagiarism by the Masai Disciplinary Committee, You will be liable to pay the penalty, as mandated above, depending upon the Unit in You were studying when you were found guilty of Plagiarism. If You are terminated on grounds of Plagiarism anytime during Unit 2 to Unit 4, You shall pay an amount of INR 50,000/- (Indian National Rupees Fifty Thousand only) to the Company. If You are terminated on grounds of Plagiarism anytime after entering Unit 5, You shall pay an amount equivalent to the entire Course Fees to the Company within 15 days of communication of the decision taken by the Masai Disciplinary Committee, failing which, legal action can be initiated against the student for recovery of the said amount. The NBFC / Company shall also be entitled to sweep from your designated bank account the said amount of INR 50,000/- (Indian National Rupees Fifty Thousand only) and/or the Course Fee pursuant to the NACH mandate registered by You in favor of the NBFC.

4. Respect and Professionalism

- (i) Masai School is fortunate to have Students, instructors, and staff from extremely diverse backgrounds who contribute to creating a positive experience for everyone by being respectful in communication (sarcasm translates poorly via text and online chat), and keeping politics confined to the #politics channel in Slack. Students are expected to do their part to make Masai School a welcoming place to learn by encouraging their fellow Students, offering support, and listening to others. Masai School does not tolerate discriminatory, harassing, or insulting remarks to other students, instructors, staff, or anyone else, online or in-person; see the Non-Discrimination and Anti- Harassment policy below.
- (ii) Masai School is a professional environment. It is expected that Students act accordingly. Punctuality, timeliness, accountability, and open communication are crucial not only for a Student's success at Masai School but also in their careers afterward. The professional expectations Masai School requires of its Students are the same a Student's future employers will expect of them. Professionalism should be a theme that runs through a Student's work and interactions at Masai. This includes communication via Slack, Zoom, the content of a Student's work, and naming conventions. A good rule of thumb is: if a Student wouldn't do or say it in front of an employer or colleagues at their job, they shouldn't do it here at Masai School. Additionally, professionalism includes protecting the intellectual property of the School. That means Students respect copyright and ownership of others' materials and those of Masai School itself.
- (iii) Violations of the Code of Conduct may result in a warning, suspension or withdrawal from a Course. If a student is removed due to code of conduct violations, they cannot be readmitted to Masai School. If a student is suspended or withdrawn from a Course for Code of Conduct related violations, will be treated as described in the Pay after placement agreement.

If a student thinks there is something that is preventing them from being successful, they

should communicate with their instructor or IA's, {instructional associates} or reach out directly to feedback@masaischool.com or operations@masaischool.com

5. Ask for help

If a student feels lost or is stuck on an assignment, it's their responsibility to reach out to their instructor and IA's for help. Others can only provide support if Students let them know. Students may not always be given the answer, but they will be provided with the tools to come up with the answer on their own. Students should use the following order in asking for help on technical problems/challenges and coursework:

- A. First attempt to solve the problem. Do not ask for immediate help, this will hamper your problem - solving ability.
- B. Reach out using the course's Slack help channel.
- C. Reach out to the IA's for help.
- D. Reach out to the instructor for help if still not resolved.

6. Zero tolerance policy for any form of sexual harassment

Masai School is committed to providing a safe environment for all its Students, instructors, staff and employees free from discrimination on any ground and from harassment at work including sexual harassment. Masai School will operate a zero-tolerance policy for any form of sexual harassment in its professional environment, treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment and leading up to rustication and expulsion if the perpetrator is a student. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint.

Definition of sexual harassment

Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's engagement, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient. Sexual harassment can involve one or more incidents and actions constituting harassment may be physical, verbal and non-verbal. Examples of conduct or behavior which constitute sexual harassment include, but are not limited to:

Physical conduct

- Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching
- Physical violence, including sexual assault
- Physical contact, e.g., touching, pinching
- The use of job-related threats or rewards to solicit sexual favors

Verbal conduct

- Comments on a someone's appearance, age, private life, etc.
- Sexual comments, stories and jokes
- Sexual advances
- Repeated and unwanted social invitations for dates or physical intimacy
- Insults based on the sex of the individual
- Condescending or paternalistic remarks

- Sending sexually explicit messages (by phone or by email)

Non-verbal conduct

- Display of sexually explicit or suggestive material
- Sexually-suggestive gestures
- Whistling
- Leering

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. Masai School recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

All sexual harassment is prohibited whether it takes place within [company name] premises or outside, including at social events, business trips, training sessions or conferences sponsored by Masai School.

Complaints procedures

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. Masai School recognizes that sexual harassment may occur in unequal relationships and that it may not be possible for the victim to inform the alleged harasser. If a victim cannot directly approach an alleged harasser, he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. This person could be a supervisor, a member of the human resources department, etc.

When a designated person receives a complaint of sexual harassment, he/she will:

- immediately record the dates, times and facts of the incident(s)
- ascertain the views of the victim as to what outcome he/she wants
- ensure that the victim understands the Company's procedures for dealing with the complaint
- discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- keep a confidential record of all discussions
- respect the choice of the victim
- ensure that the victim knows that they can lodge the complaint outside of the company through the relevant legal framework

Throughout the complaint's procedure, a victim is entitled to be helped by a counsellor within the company. Masai School will nominate a number of counsellors and provide them with special training to enable them to assist victims of sexual harassment. Masai School recognises that because sexual harassment often occurs in unequal relationships within the workplace, victims often feel that they cannot come forward.

Masai School understands the need to support victims in making complaints.

Sanctions and disciplinary measures

Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:

- verbal or written warning
- adverse performance evaluation

- reduction in wages
- transfer
- demotion
- suspension
- dismissal
- rustication and expulsion

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser. Masai School will provide assistance to the aggrieved woman/man if s/he so chooses to file a complaint in relation to the offence under the Indian Penal Code or any other law for the time being in force.

Monitoring and evaluation

Masai School recognizes the importance of monitoring this sexual harassment policy and will ensure that it anonymously collects statistics and data as to how it is used and whether or not it is effective. Supervisors, managers and those responsible for dealing with sexual harassment cases will report on compliance with this policy, including the number of incidents, how they were dealt with, and any recommendations made. This will be done on a yearly basis. As a result of this report, the Company will evaluate the effectiveness of this policy and make any changes needed.

Disciplinary Measures that may be imposed under the Code include but are not limited to:

- Written warning, reprimand, suspension, during which the Student shall be required to fulfill certain conditions & demonstrate good behavior. Students shall be required to issue an apology letter.
- A student may lose certain privileges including but not limited to removal from Slack or other such tools/ not being allowed to sit for demo day, code talkers, and placements services.
- Depending on the severity of the breach, the Student may be expelled from the course and the applicable provisions of the PAP AGREEMENT will be enforceable.
- The policy formulated by the School pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Zero tolerance policy for anyform of sexual harassment will be applicable to and binding on the Student.

Undertakings by the student

- I hereby undertake, if admitted, to attend live lectures (Minimum 90%) and to take all internal assessments, tasks, assignments, etc. in the School and if I fail to do so, I will be expelled from the ongoing course.
- I hereby acknowledge and accept that in the event of my expulsion from the course due to the breach of the Code of conduct the consequences as set out in the Income share agreement shall be applicable
- I hereby submit to the disciplinary jurisdiction of the authorities of the School and shall observe and abide by the rules made by them.
- All powers relating to discipline and disciplinary action in relation to the students of the School shall vest with the CTO & CEO of the School. The CEO & CTO may delegate all or any of his powers as he deems fit, to such other officers as he may nominate on that behalf.

IN WITNESS WHEREOF, the parties have entered into the student Code of Conduct and agree to abide by the rules, regulations, and policies as set out in this document and acknowledge that student is subject to all disciplinary procedures as noted above and as set out in this Code of

Conduct as of the date first hereinabove mentioned:

Signature: Arnab Biswas

Signature: Anupam Biswas

Signature: Vineet Pandey

Name: Arnab Biswas

Name: Anupam Biswas

Name: **Vineet Pandey**

Date: 2024-07-20

Date: 2024-07-20

Date: 2024-07-20

Student's Signature	Parent's signature	For NOLAN EDUTECH PVT LTD
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STUDENT DECLARATION

The Courses at Masai is designed for breakthrough success in launching your career. Success in any walk of life typically involves facing and overcoming a number of challenges. To set you up for a successful career in the field of software development, data science, data analytics, cyber security, information technology in 30-35 (thirty - thirty-five) weeks from scratch, Masai design its practice-based learning Courses to be intensive to prepare you for challenges and high- pressure situations in real-world professional jobs. While no level of education gives you a taste of the on-job experience, Masai Courses are designed to bring you close to make you job-ready and give you an edge in placements.

By signing this PAP AGREEMENT along with the Code of Conduct, you are indicating your willingness and ability to participate in our program.

By signing this PAP AGREEMENT along with the Code of Conduct, you confirm that you don't have any prior diagnosed mental or physical affliction that will impair your ability to participate and cope with our high-intensity practice-based-learning program.

In case, during the course at Masai you face any challenge, you recognize the need for the professional help from the relevant professionals, including but not limited to the guidance counselor/carrier counselor.

By *Arnab Biswas*

Name: Arnab Biswas

Date: 2024-07-20

Signature Certificate

Reference number: YDU6E-UYBDX-L2ETO-Z3L74

Signer

Timestamp

Signature

Arnab Biswas

Email: arnab47biswas@gmail.com

Sent:

20 Jul 2024 14:46:31 UTC

Viewed:

20 Jul 2024 15:02:37 UTC

Signed:

22 Jul 2024 11:28:06 UTC

Arnab Biswas

Recipient Verification:

✓ Email verified

20 Jul 2024 15:02:37 UTC

IP address: 49.47.144.32

Location: Imphal, India

Anupam Biswas

Email: arnavbiswas@gmail.com

Sent:

20 Jul 2024 14:46:31 UTC

Viewed:

22 Jul 2024 11:29:06 UTC

Signed:

22 Jul 2024 11:29:47 UTC

Anupam Biswas

Recipient Verification:

✓ Email verified

22 Jul 2024 11:29:06 UTC

IP address: 49.47.144.32

Location: Imphal, India

Document completed by all parties on:

22 Jul 2024 11:29:47 UTC

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