**PROFESSIONAL SERVICES AGREEMENT**

**FOR JAVA AND FRONT-END DEVELOPMENT TRAINING**

This **Professional Services Agreement** ("Agreement") is executed on the **5th day of November 2023**, by and between:

**NovaTech IT, LLC**  
Registered Address: 8 The Green STE A, Dover, Delaware 19901  
Represented by: Ibrahim Kalin

**AND**

**Otgonbayar Ajykyei**  
Address: Aksai 5 Micro District, apt 2. Nu 11. Almaty City, Almaty Region. Kazakhstan

Hereinafter collectively referred to as the "Parties."

**WHEREAS,** the Parties intend to establish a collaborative partnership and engage in professional services as outlined herein.

**NOW, THEREFORE,** in consideration of the mutual commitments herein, the Parties hereto agree as follows:

**1. OBJECTIVES**

1.1 **Collaborative Objectives:** The Parties shall collaborate on the following objectives and projects:

* Creation and development of course documents.
* Copyright for projects conducted for NovaTech IT, LLC shall exclusively belong to NovaTech IT, LLC.
* Payment shall commence after NovaTech IT, LLC becomes profitable.

**2. PROFESSIONAL SERVICES**

2.1 **Engagement of Professional Services:** Otgonbayar Ajykyei engages NovaTech IT, LLC to provide professional services as specified in Section 2.2.

2.2 **Services Provided:** Otgonbayar Ajykyei shall provide the following professional services:

* Preparation of video recordings and course content, including improvements to course materials.
* Development of short videos for students (or required live sessions for boot camp-style courses).
* Creation of presentations, slides, recordings for students, and preparation of students for the job market with mock interviews.
* Crafting of documents and questions related to the course content.
* Dissemination of instructional content via platforms such as Kahoot, Socrative, and Trailhead, where applicable.
* Conduct of weekly one-on-one discussions with students, dedicating a minimum of 20 minutes to progress reports.
* Generation of content on pertinent topics and emerging technologies.
* Assurance of comprehensive student comprehension throughout the training process.
* Collaboration with management and reporting when students fail to meet their responsibilities.
* Active monitoring of students' progress during the course or training.
* Maintenance of copyright for documents and recordings with NovaTech IT, LLC.
* Regular conduction of office hour sessions.
* Mandatory weekly live recaps and office hour sessions.
* The total number of hours delivered to students will be between 200-220 hours and will be delivered based on the agreed schedule with students, typically twice a week.

**3. AUTHORITY AND DECISION-MAKING**

3.1 **Authorized Representatives:** The Parties shall appoint authorized representatives for Partnership and Professional Services matters.

3.2 **Decision-Making Authority:** Each partner's representative has authority for the Partnership.

3.3 **Significant Decisions:** Significant decisions require mutual agreement and must be provided in writing to avoid ambiguity.

**4. FINANCIAL ARRANGEMENTS**

4.1 **Payment Structure:** Payment shall be determined as 50% of the net income, calculated by deducting total expenses from total income. Total income represents the revenue paid by students to NovaTech IT, LLC without any deductions. Total expenses encompass commissions paid to third parties, overhead, and taxes (at a rate of 20%) to be paid by NovaTech IT, operational costs for course administration (including subscriptions to specified software programs agreed upon by NovaTech IT, LLC and the partner), and any other associated overhead costs.

The calculation formula is as follows:

***Net payment to both NovaTech IT, LLC and the Partner = ((Total Income – Total Expenses) \* 0.80 (20% overhead and tax deduction) / 2***

4.2 **Bi-Weekly Payments:** Payments will be made bi-weekly after the courses provided by Otgonbayar Ajykyei. A payment schedule will be provided to Otgonbayar Ajykyei after the course start date being agreed upon.

**5. RESPONSIBILITY OF SERVICE PROVIDER**

5.1 **Communication of Session Changes:** The Service Provider, Otgonbayar Ajykyei, acknowledges the criticality of maintaining the integrity of the scheduled sessions. In the event that any scheduled sessions cannot be conducted on the agreed-upon dates due to unforeseen circumstances or other reasons beyond the Service Provider's control, Otgonbayar Ajykyei shall promptly notify NovaTech IT, LLC and the affected students in writing. This notification shall detail the reasons for the rescheduling or cancellation of sessions and propose alternative dates or arrangements for the affected sessions.

5.2 **Alternative Arrangements:** Otgonbayar Ajykyei, in consultation with NovaTech IT, LLC, shall diligently work to ensure that suitable and equitable alternative arrangements are made for any sessions that are rescheduled or canceled. These alternative arrangements may include the provision of additional sessions, extended session durations, or other measures that aim to mitigate any disruption in the delivery of professional services to the students.

5.3 **Good Faith Efforts:** The Service Provider shall exercise good faith and due diligence in communicating and effecting alternative arrangements for any disrupted sessions. The Service Provider shall also make reasonable efforts to ensure that the alternative arrangements do not adversely affect the quality of the professional services provided to the students and align with the overall objectives of the collaboration.

5.4 **Documentation:** The Service Provider shall maintain clear and accurate records of all communication, notifications, and arrangements related to session changes. Such records shall be made available for review by NovaTech IT, LLC upon request.

5.5 **Timely Resolution:** The Service Provider shall prioritize the timely resolution of any session disruptions and the implementation of alternative arrangements to minimize any adverse impact on the students' learning experience and the collaborative partnership.

5.6 **Continuous Improvement:** Otgonbayar Ajykyei shall proactively assess the reasons behind any session changes and disruptions, taking steps to prevent their recurrence and improve the overall reliability and quality of the services provided.

**6. CONFIDENTIALITY**

6.1 **Confidentiality Obligations:** Parties must maintain the confidentiality of Partnership and Professional Services information.

**7. TERM AND TERMINATION**

7.1 **Commencement and Duration:** This Agreement commences on the Effective Date, ***the 5th day of November 2023***, and continues until terminated.

7.2 **Termination:** Either party may terminate this Agreement with 60 days written notice.

**8. GENERAL PROVISIONS**

8.1 **Entire Agreement:** This Agreement constitutes the complete understanding between the Parties, superseding prior agreements.

8.2 **Binding Effect:** This Agreement is binding upon the Parties and their successors.

8.3 **Governing Law:** This Agreement shall be governed by the laws of the State of Delaware, USA.

8.4 **Dispute Resolution:** Disputes shall be resolved through negotiation or binding arbitration under the rules of the Arbitration Association.

8.5 **Counterparts:** This Agreement may be executed in counterparts; each considered an original.

**IN WITNESS**, the parties hereto have executed this Agreement as of the Effective Date.

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**NovaTech IT, LLC Otgonbayar Ajykyei**

Represented by: Ibrahim Kalin Address:

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Dover, Delaware 19901 Almaty City, Almaty Region, Kazakhstan