

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 31/10/2021

Certificate No. G0312021J426



GRN No. 83715805



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Quantumbit technologies Pvt ltd

H.No/Floor : Nil

Sector/Ward : 48

LandMark : Sohna road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 92*****47



Buyer / Second Party Detail

Name : Student

H.No/Floor : Nil

Sector/Ward : Nil

LandMark : Nil

City/Village: Nil

District : Nil

State : Nil

Phone : 99*****99

Purpose : e stamp paper for Agreement purpose

Nachiket

INCOME SHARING AGREEMENT (ISA)

BETWEEN


QUANTUMBIT TECHNOLOGIES PRIVATE LIMITED

AND

PARTICIPANT

AND

CONFIRMING PARTY

Signed and accepted on behalf of the Company	Signed and accepted by the Participant	Signed and accepted by the Confirming Party
For QuantumBit Technologies Private Limited  Director	Nachiket	

INCOME SHARING AGREEMENT (ISA)

This agreement ("Agreement" or "ISA") is executed on this 3rd (date) of November, 2021 ("Effective Date") by and between:

By and Between:

QUANTUMBIT TECHNOLOGIES PRIVATE LIMITED, a private limited company within the meaning and provisions of the Companies Act, 2013, and having its registered office at T5-403, Parsvnath Greenville, Sector 48, Sohna Road, Gurgaon, Haryana, India - 122018, bearing corporate identity number U92490HR2020PTC085600 (hereinafter referred to as the "**Company**" or the "**First Party**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Nachiket Vivek Pedgaonkar, [an individual], bearing permanent account number FMLPP6103F, phone number 8483882951, an Indian citizen and residing at (permanent address) 54, Yoganand College Rod, Sneh Nagar, Mu.Basmat, Tq.Basmat, Basmath,Hingoli, Maharashtra-431512 (hereinafter referred to as "**Participant**" or "**Second Party**"), which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include all its successors and permitted assigns);



AND

Vivek Laxmikantrao Pedgaonkar, [an individual], bearing permanent account number, phone number, an Indian citizen and residing at (permanent address) 54, Yoganand College Rod, Sneh Nagar, Mu.Basmat, Tq.Basmat, Basmath,Hingoli, Maharashtra-431512 (hereinafter referred to as "**Confirming Party**" or "**Co-Applicant**"), which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include all its successors and permitted assigns)

Each of the Company, Participant and the Confirming Party are hereinafter individually referred to as a "**Party**", and collectively referred to as the "**Parties**".

WHEREAS:

- A. The Company is engaged in the business of providing educational training in the field of software development and helping Participants avail financial assistance for the same ("**Business**").
- B. The Participant has expressed his/her desire to enrol himself/herself into the training Program (*as defined below*) offered by the Company with the Confirming Party's consent and has signed the relevant documents for joining such a Program.

Signed and accepted on behalf of the Company	Signed and accepted by the Participant	Signed and accepted by the Confirming Party
For QuantumBit Technologies Private Limited  Director		



- C. In consideration for the enrolment process into the Program, the Participant and the Confirming Party irrevocably agree to pay a fixed fee to the Company post completion of Program in accordance with the terms and conditions of this Agreement and acknowledge to be bound by the terms and conditions, to the extent applicable to the relevant Party, set out in this Agreement.
- D. The Parties have agreed that this Agreement is not a loan or other credit instrument. This Agreement represents the Participant's obligation to make payments linked to a specific percentage of his/her Earned Income till the complete Program Fee is paid.
- E. The Parties have agreed that if the Participant withdraws from the program, he/she shall be liable to pay the Program Fee as per Clause 10 of this Agreement (Premature Withdrawal or Drop Off from the Program).

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE PROGRAM PROVIDED BY THE COMPANY, YOU WILL PAY A FIXED AMOUNT TO COMPANY (OR ITS ASSIGNEE), IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. YOUR PAYMENT OBLIGATION SHALL BE AS DESCRIBED IN THIS AGREEMENT.



1. DEFINITIONS AND INTERPRETATION

1.1 Capitalised terms not otherwise defined herein have meaning as set forth in this Clause 1.1:

1. **"Applicable Law(s)"** means every law, regulation, ordinance, legislation, rule, judgement, decree, order, resolutions, and policy passed or decided by the Government of India or any subdivision thereof, or any other statutory authority involved.
2. **"Annual Gross Income"** means Total CTC from the highest Eligible Job Offer excluding bonuses, stock options, restricted stock units, and any other non-monetary perks provided by the company as per the offer letter.
3. **"Prescribed Threshold Income"** means Total Annual Gross CTC of **INR 5,00,000/-** per annum.
4. **"Company Agent"** means any person or entity appointed by the Company for the collection of Program Fee from the Participant.
5. **"Date of Program Completion"** means the date on which the Program will officially finish i.e. 6 months from the date of program commencement.
6. **"Default"** shall mean the occurrence of the following events:
 - a. If the Participant makes an inaccurate statement of fact in this Agreement,
 - b. If the Participant fails to pay his Program Fee as it becomes due.
 - c. Gross misconduct resulting in material damage to the Company.

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7. **“Earned Income”** means total gross income earned either through a full time job or self-employment income.
8. **“Eligible Job Offer”** means the full-time job offering Total CTC equal to or above the Prescribed Threshold Income.
9. **“Employment”** means full-time work opportunity in the field of software development and its related services.
10. **“Income Share”** means the monthly amount payable by the Participant towards the Program Fee i.e. 20% of Monthly Gross Income (Annual Gross Income/12) payable by the Participant on a monthly basis after getting the Eligible Job Offer till complete payment of the Program Fee.
11. **“INR” or “Indian Rupees”** means the lawful currency of India.
12. **“ISA”** means this agreement along with any instruments supplemental to or in amendment or furtherance or confirmation of the ISA, entered into in writing, in accordance with its terms.
13. **“Higher Degree Diploma Program or Training”** means a program of study at an institution that is eligible to provide such education or training.
14. **“Payment Period”** means the duration during which the Participant is liable to pay the Program Fee as per terms of this agreement after joining the Eligible Job Offer.
15. **“Program”** means Full Stack Web Development course offered by the Company.
16. **“Program Fee”** means an amount of **INR 2,00,000 + 18% GST** payable by the Participant for availing the Program.
17. **“Referral Period”** means a total period of 12 months from the date of program completion. For Participants who are undergoing graduation/ post-graduation at the time of joining the Program, it is 12 months from the date of program completion or 12 months after completion of ongoing graduation/post-graduation, whichever is later.
18. **“Total CTC” or “Total Cost-To-Company”** means the amount mentioned as the total cost to the company in the offer letter provided by the employer. If Total CTC is not defined in the offer letter, it will be the sum of annual gross compensation, performance or fixed bonuses, stock options, restricted stock units and any other monetary & non-monetary benefit offered by the company as per the offer letter.

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<p>For QuantumBit Technologies Private Limited</p>  <p>Director</p>	 <p>Nachiket</p>	

1.2 Interpretation

Except where the context requires otherwise, this Agreement shall be interpreted as follows:

1. In addition to the above definitions, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning assigned to them.
2. All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the Effective Date) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
 - a. Words denoting singular shall include the plural and vice versa. Words denoting any gender shall include all genders unless the context otherwise requires.
 - b. References to Recitals, Clauses or Annexures are, unless the context otherwise requires, references to Recitals, Clauses or Annexures to this Agreement.
 - c. Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in permanent visible form.
 - d. The terms “include” and “including” shall mean, “include without limitation”.
 - e. The headings, sub-headings, titles, subtitles to Clauses, sub-Clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement or the Annexure, and shall be ignored in construing the same.



2. TERM AND TERMINATION

2.1 Term: This Agreement shall come into effect from the Effective Date and shall continue in force unless it is mutually terminated among Parties or until it is terminated by the Company in accordance with Clause 2.2.

2.2 Termination:

This Agreement shall be automatically terminated by the Company upon the occurrence of the following events:

1. Upon complete payment of the Program Fee as per the terms set forth under Clause 6.2 (Payment Satisfaction).
2. If the Participant is expelled from the Program pursuant to Clause 9.
3. Upon the occurrence of Default by the Participant or material breach of the terms of this Agreement.

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For QuantumBit Technologies Private Limited  Director		

However, in case of termination by the Company for reasons mentioned here under Clause 2.2(2) and Clause 2.2 (3), the Participant shall not be discharged of his/her liability to pay the Program Fee under this Agreement.


3. REPRESENTATIONS AND WARRANTIES

3.1 The Company represents and warrants to the Participant and the Confirming Party as follows:


1. That the Company is a body corporate legally constituted and validly existing under the laws of India and operating a lawful business as per Applicable Law.
2. That in consideration of the Participant executing and delivering this Agreement, and subject to all terms and conditions set forth in this Agreement, the Company agrees to provide the Participant with the Program.
3. Confidentiality: The Company agrees that the information and documents provided by the Participant pursuant to this Agreement is personal and confidential information. The Company further agrees not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or use personal or financial information concerning the Participant for any purposes other than (i) as expressly authorized herein in this Agreement; (ii) as incidental to performance of this Agreement, including providing confidential information to any assignee of this Agreement; or (iii) to enforce its rights under this Agreement.
4. Data Security: The Company and the Company Agent shall use and maintain commercially reasonable security controls so as to prevent any unauthorized access to or use any personal and confidential information of the Participant.

3.2 The Participant and the Confirming Party unconditionally represents and warrants to the Company as follows:

1. that in lieu of availing the Program, the Participant shall be obligated to pay the Program Fee, if the Participant is able to secure an Eligible Job Offer before completion of the Referral period, to the Company or to the Company Agent, as may be decided by the Company in its sole discretion from time to time, in accordance with the terms and conditions contained in this Agreement. For the avoidance of doubt, it is hereby clarified that if a Participant receives an Eligible Job Offer before completion of the Referral Period, then, such Participant shall be deemed to be employed for the purposes of this Agreement, notwithstanding the fact that actual joining date of Employment falls outside the Referral Period.
2. that the Participant is liable to pay the Program Fee irrespective of the source of getting the Eligible Job Offer including but not limited to campus placement or Participant applying to any company on his/her own or, any company reaching out to the Participant directly with an offer whether based on Company referrals or otherwise or, the Participant getting promoted with the existing employer with annual compensation above the Prescribed Income Threshold.

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For QuantumBit Technologies Private Limited  Director	Nachiket	

3. that the Participant accepts that the Company is neither a banking company nor a non-banking financial institution but is offering this innovative solution to the Participant on the express request made by the Participant to avail of a customized Program Fee financing program to align with his/her interests in upskilling.
4. that he/ she is entering into this Agreement in good faith and with the intention to pay the Company or Company Agent by making monthly payments when due;
5. that all the information that is provided to Company in connection with entering into this Agreement is true and accurate and that he/ she has not provided any false, misleading or deceptive statements or omissions of fact;
6. that the documents provided by way of Annexure 1 of this Agreement are true and correct;
7. that he/ she has never been convicted of a felony or of any crime involving dishonesty or breach of trust under Applicable Laws;
8. that he/ she is not contemplating bankruptcy and he/ she has not consulted with an attorney regarding bankruptcy in the past 6 (six) months;
9. that he/ she is a citizen of India and has the legal right to work in India;
10. that he/ she will make best efforts to seek Employment immediately following completion of the Program and to continue to remain employed during the Payment Term.
11. that he/ she will timely and fully provide all information and documentation required under the terms of this Agreement or as reasonably requested by Company (including any assignee of Company) or the Company Agent, and that such information or documentation shall be true, complete, and accurate;
12. Since the Confirming Party is a part of the agreement, the Company can reach out to the Confirming Party at different points in the Program and for payment towards the Program fee. The Participant agrees to extend complete cooperation towards the same.
13. A fair Code of conduct is accepted from the Participant - at all times, with all representatives of the Company. A warning will be given the first time, second time incident will be construed towards a conscious attempt to avoid abiding by the ISA by escaping speaking to the Company (or it's agent(s))
14. The Company retains the right to use the Participant name, placed company and related information for its internal as well as marketing purposes.
15. The Participant shall retain a copy of the ISA with them before sending it to the Company. Once the ISA is sent to the Company then it will be deemed as finalized. The Company does not have the liability or obligation to send a signed copy of the ISA back to the Participant.

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16. Apart from the case which falls under the Clause 10 (Premature Withdrawal or Drop Off from the Program), if the Participant breaches the ISA at any point then Participant will be liable to pay the entire Program Fee to the Company including various expenses including but not limited to, fee towards enrolment of the Participant into the Program, counselling, course preparation and other course expenses.

3.3 The Parties represent and warrant to each other that they are eligible to execute this Agreement and perform their rights and obligations as per the validity of existing laws in force in India.

4. RIGHTS AND OBLIGATIONS

4.1 Of the Company:



The Company provides instructor-led online classes, content and curriculum pertaining to the training, problem solving sessions assisted by teaching associates, career services including guidance on interviews and referrals to the companies. No other deliverables are expected by the program unless specifically specified by the Company.

4.2 Of the Participant:

1. **Liability to Pay:** The Participant commits to paying the Program Fee to the Company as per the terms of this Agreement.
2. After getting the Eligible Job Offer, the Participant can choose to join any company, or not join a company at all. The Participant is free to take up any job at his/her will or change the job for higher or lower salaries. Irrespective of any such events, the Participant is liable to pay the Program Fee to the Company.
3. If for any reason whatsoever, the Participant is not able to accept/join full time employment after completion of the Program including opting for higher studies, then the Participant undertakes to make the complete payment of the Program Fee to the Company immediately without any delay, demur or protest. Upon the occurrence of such an event, the Company shall not have any further obligation towards the Participant for any referrals or providing any other services under the Program.
4. **Absconding Case:** The Participant agrees and acknowledges that if he/she does not respond to the communication including emails, phone calls from the Company or Company Agent for a consecutive period of one week or more, the same shall be considered as an absconding case in default under this agreement. In the Absconding Case, the Company shall have full authority for legal recourse against the Participant and/or the Confirming Party.

5. PROGRAM FEE

5.1 The Participant agrees to pay the Program Fee of **INR 2,00,000 + 18% GST** after joining the Eligible Job Offer with annual gross income equal to or greater than the prescribed income threshold by

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For QuantumBit Technologies Private Limited  Director		

way of Income Share or Prepayment to the Company or the Company Agent, as may be decided by the Company in its sole discretion in the manner set forth under this Agreement.

5.2 If the Participant wants to start his/her career or switch to a job paying less than the prescribed income threshold during the Referral Period, the Participant must have to take written consent from the Company before joining such a position. In such a case, the Participant undertakes to pay the Company an amount of **INR 1,00,000 + 18% GST**, by way of Income Share or Prepayment, to cover for the various expenses of the Program *inter alia*, enrolment of the Participant into the Program, counselling, course preparation and course expenses, else he/she needs to keep applying for jobs above the prescribed income threshold during the Referral Period.

5.3 **Additional Fees:** The Company shall be entitled to charge a late fee of **2% per month** on the total dues outstanding if the Participant does not make any payment due under this Agreement as per the timelines mentioned in Clause 6.1.

6. PAYMENT TERMS

6.1 The Participant agrees that after he/she has been employed with any employer he/she shall be required to begin making payments within 7 (seven) days of receipt of the first salary towards Program Fee, or in case of Drop Off Event (*defined hereinafter*), he/she shall be required to begin making payments towards Drop Off Fee according to Clause 10.2 of this Agreement within 7 days of Drop Off Event.

6.2. **Payment Satisfaction:** The Participants payment obligation towards the Company under this agreement ends upon the earliest to occur of (i) the total of his paying the Program Fee through Income Share or Prepayment Amount as per clause 7 or (ii) complete payment of Drop-off Fee as per Clause 8.2; (iii) Completion of Referral period and the Participant has been unsuccessful in securing an Eligible Job Offer. The first to occur shall be referred to as "**Payment Satisfaction**".

7. MODE OF PAYMENT

7.1 **Income Share:** The Participant agrees that the Company shall collect 20% of the monthly gross income from the Participant's account through its agent (Company Agent) till the Program Fee is completely paid by the Participant. The monthly payout and payout term will be calculated as per below illustrations. The Participant and the Confirming Party hereby agree to authorize the Company Agent for the fee collection and agree to enter into a separate loan agreement with the Company Agent, to facilitate the fee collection directly from his/her account on a monthly basis.

Illustration 1: Total Annual Gross CTC is equal to INR 5,00,000

Total Annual Gross CTC	Payout Amount per month (20% of Monthly Gross CTC)	Fee to be paid	Payment Term
INR 5,00,000	INR 8,333.33	INR 2,00,000 + 18% GST = INR 2,36,000	29 months



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For QuantumBit Technologies Private Limited  Director		

Illustration 2: Total Annual Gross CTC is equal to INR 8,00,000

Total Annual Gross CTC	Payout Amount per month (20% of Monthly Gross CTC)	Fee to be paid	Payment Term
INR 8,00,000	INR 13,333.33	INR 2,00,000 + 18% GST = INR 2,36,000	18 months

Illustration 3: Total Annual Gross CTC is equal to INR 15,00,000

Total Annual Gross CTC	Payout Amount per month (20% of Monthly Gross CTC)	Fee to be paid	Payment Term
INR 15,00,000	INR 25,000	INR 2,00,000 + 18% GST = INR 2,36,000	10 months

7.2 Prepayment: The Participant shall have the right to pay the Program Fee in full at any time during the Payment Period, for satisfying the payment obligations under this Agreement. If the Participant offers to make the complete prepayment, the Company at its sole discretion may offer a discount on the Program Fee which shall be communicated to the Participant at the time of making such a payment request.



7.3 The Participant agrees and acknowledges to promptly provide all the details to the Company and/or the Company Agent within 7 days of joining the employed company including the bank account in which salary will be credited, offer letter or any other details needed to process the Income Share by the Company or the Company Agent.

7.4 Payment Terms Amendment: The terms of payment and the process of collection of the Income Share as set out in this clause 7 may be amended from time to time by the Company at its sole discretion.

8. PREMATURE WITHDRAWAL OR DROP OFF FROM THE PROGRAM

8.1 The participant can withdraw from the program upto 60 days from the start date, by giving a clear written notice at admissions@geekster.in from his/her registered email id and obtaining a withdrawal letter consent from the Company. Ceasing/stopping to attend classes or simply notifying the instructor does not constitute dropping from the Program. Absence of a written notice will lead to the agreement being applicable in entirety.

8.2 In case the participant wants to withdraw from the program prematurely, the payment cap and tenure will be modified as below:

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For QuantumBit Technologies Private Limited  Director		

1. Withdrawal or Drop off within 30 Days of the Program start date.

Drop off Fee to be paid	Payment Term	Monthly Payout
INR 50,000 + 18% GST	6 months	INR 8,333.33 + 18% GST = INR 9,833.33

2. Withdrawal or Drop off within 31-60 Days of the Program start date.

Drop off Fee to be paid	Payment Term	Monthly Payout
INR 1,00,000 + 18% GST	12 months	INR 8,333.33 + 18% GST = INR 9,833.33

After 60 days from the program start date, no withdrawal or drop off is permissible and the agreement will be applicable in entirety.



9. REPORTING OF INFORMATION

9.1 The Participant shall inform the Company, in writing, within (3) business days of receiving any full-time employment opportunity within the Referral Period (whether obtained through Company Referral or on his/her own efforts or otherwise) with complete details of Employer, Position, Annual Gross CTC etc. and share the offer letter/employment agreement/consultant agreement or any other similar documents with the Company. In the event, such information is not shared by the Participant within (3) business days of receipt of an employment offer, it shall be construed as a Default under this agreement.

9.2 The Participant shall notify the Company, in writing, within 7 days of any change in Participant's:

1. Primary residence address, phone number or e-mail, or any other material change in the information previously provided by the Participant to the Company;
2. Employment status, including both terminations of Employment and new Employment;
3. Earned Income measured on a monthly basis; and
4. Enrollment status in Higher Degree Diploma Program or Training.

9.3 The Participant shall sign the Undertaking at the time of signing of this Agreement provided under Annexure II. Further, the Participant shall also be required to sign the fresh Undertaking quarterly or as and when requested by the Company during the Referral Period. Provided that the Company shall send the Undertaking by email or through a digital signature platform and the Participant shall be required to fill and sign the same and deliver it back within three days of the receipt of the Undertaking from the Company.

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For QuantumBit Technologies Private Limited  Director		

10. ASSESSMENT TESTS

10.1 The Participant agrees and acknowledges that as part of the Program, the Company shall conduct regular assessment tests, assignments and mock interviews on an ongoing basis during the Program to check the preparedness of the Participant. The Company at its sole and absolute discretion shall decide to provide referrals to the Participant based on the performance in the class, assessment tests, assignment work and the mock interviews conducted during the program from time to time.

11. EXPULSION OF THE PARTICIPANT

11.1 Company reserves the right to expel Participant at its sole discretion including but not limited to below reasons:

1. If the Participant has breached the code of conduct of the Program, *inter alia*, by way of practising plagiarism or cheating in the tests conducted by the Company or its Employers Partners, cheating in marking attendance in regular classes, misconduct with other Participants or with the Educators, Staff, Employees, etc. of the Company, which in the sole opinion of the Company could have an adverse effect on the reputation of the Company.

12. UNDERTAKING BY THE PARTICIPANT

12.1 The Participant undertakes to appear for interview(s) with the prospective employer promptly and must notify the Company of the outcome. If the Participant secures a job, the Participant undertakes to immediately notify the Company of all the details concerning the role and the compensation offered.


12.2 The Participant undertakes to provide all documents promptly without any delay including salary statements, bank statements as requested by the Company to ascertain the gross income of the Participant during the Payment Period.

12.3 The Participant undertakes that during negotiation in the interview, he/she shall make best efforts to negotiate a salary equal or above the committed CTC, if the Participant intentionally asks for a salary less than the committed CTC amount, then it shall be treated as a breach under this agreement.

12.4 Participant hereby authorises the Company or its Agent to verify the Earned Income of the Participant by approaching the employer where the Participant is employed and, in such connection, obtain salary statements, tax deduction statements, bank statements and where necessary review publicly available information about the Participant's employment and income including without limitation the Participant's profile on social media or on job sites. The decision of the Company whether the information and other materials received are sufficient or not is final and binding on the Participant.

13. REMEDIES

13.1 The Participant acknowledges and accepts that any default of any of his payment obligations under this ISA when attributable to the Participant's action or inaction, shall immediately accelerate the

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For QuantumBit Technologies Private Limited  Director	Nachiket	

Participant's obligation to make and settle the remainder payments owed to the Company under this ISA in one (1) lump sum mode.

13.2 The Company will also have all other remedies available under law to recover its payments and enforce all its legal rights and remedies. The Participant understands and accepts that the Company is entitled to seek injunctive and other equitable reliefs in addition to any remedies available at law. All costs, reasonable attorney's fees, fees and costs due to insolvency (where applicable) shall be paid by the Participant.

14. GENERAL:

14.1 Amendment / Modification: This ISA may only be amended in writing signed by duly authorised representatives of the Parties.

14.2 Assignment: The Participant may not assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of his rights and/or obligations under this ISA without the prior written agreement of the Company, which permission may be denied without giving any reasons thereof. The Company may, however, assign and transfer all its rights and obligations under this ISA to any person/entity to which it transfers all of its business, provided that the assignee undertakes in writing to the Participant to be bound by the obligations of the assign or under this ISA.

14.3 Entire agreement: This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this ISA on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.



14.4 Waiver: No failure or delay by Company in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

14.5 Notices: Any notice to be given under this ISA shall be in writing and shall be sent by registered post acknowledgement due or, speed-post, courier or e-mail to the address of the relevant Party set out at the head of this Agreement, or to the relevant email set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

If to the Company: admissions@geekster.in

If to the Participant: nachiketpedgaonkar@gmail.com

14.6 Law and jurisdiction: The validity, construction and performance of this Agreement shall be governed by Indian law and shall be subject to the exclusive jurisdiction of the courts [at Gurugram, Haryana], to which the Parties submit.

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For QuantumBit Technologies Private Limited  Director		

14.7 Confidentiality: The Participant shall keep all information relating to the Company or exchanged between the Parties pursuant to the Program and transactions herein and this ISA (collectively referred to as the “**Confidential Information**”) confidential.

14.8 Exclusivity: The Participant agrees that he has not and shall not enter into additional private income-based agreements with any other Company or another person.

IN WITNESS HEREOF, the Parties hereto have executed this ISA as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of

For **QuantumBit Technologies Private Limited**


For QuantumBit Technologies Private Limited


Director

SIGNATURE:



NAME: Ankit Maggu

DATE: 03/11/2021

Signed and accepted on behalf of the Company	Signed and accepted by the Participant	Signed and accepted by the Confirming Party
For QuantumBit Technologies Private Limited  Director	Nachiket	

Annexure I: List of Documents to be submitted along with the signed agreement

1. Cancelled cheque from his/her own account (bearing the name of the Participant on the cheque leaf) or first page of the passbook of the bank account with complete account details.
2. A recent passport size photo of the Participant.
3. Self-attested PAN Card of the Confirming Party.
4. Self-attested Aadhaar Card of the Confirming Party.
5. Self-Attested Secondary Address proof with same address as mentioned on the Aadhaar Card
6. Latest 3 salary statements of the Participant (if applicable).
7. Self-attested Mark Sheets and/or Degree Certificate of the Participant.

Signed and accepted on behalf of the Company	Signed and accepted by the Participant	Signed and accepted by the Confirming Party
<p>For QuantumBit Technologies Private Limited</p>  <p>Director</p>		

Annexure II: Undertaking Letter

<Day>, _____, 2021

To,

QuantumBit Technologies Private Limited (Geekster)

Gurgaon, Haryana-122018

India

Kind Attention: Authorised Representative of Geekster

Sub: Undertaking pursuant to the Income Sharing Agreement dated _____ (“Agreement”)

Dear Sir,



I, the undersigned, have entered into the Income Sharing Agreement dated _____ with the Company for the purpose of enrolling in the Full Stack Web Development Program.

I hereby declare and undertake as under:

1. That the below mentioned information is regarding my current employment status:
 - Name of the Organization:
 - Date of Joining:
 - Position:
 - Total Annual Compensation (in INR Lacs):
2. That I have received the following offers from the respective employer/company/any other entity as mentioned against it after enrolling in the Full Stack Web Development Program with Geekster:

S. No.	Employer/Company/Entity Name	Position offered	Total CTC offered

3. That as per the terms of the Agreement, the Company is entitled to receive the aforementioned information until the entire Program Fee is recovered or till completion of the Referral period as per the ISA agreement, on completion of which, no such information shall be required to be furnished.
4. That the information, facts and statements submitted above are true and correct to the best of my knowledge.

Signed and accepted on behalf of the Company	Signed and accepted by the Participant	Signed and accepted by the Confirming Party
For QuantumBit Technologies Private Limited  Director		


5. That I have not changed any job after enrolling in the Program and have promptly shared all the offer letters received (if any) under Clause 2 of this Letter with the Company as per terms of the Agreement.

I agree & understand that any wrong information submitted here is a wilful default of the terms of the Agreement duly signed & accepted by me and if the Company finds any aforementioned statement to be incorrect or false then the Company shall have all the legal rights and remedies as per the Agreement and the applicable laws of India.

Sincerely,

Name:
Participant

**Any capitalised words used in this Undertaking Letter shall have the same meaning as provided in the Income Sharing Agreement dated _____, 2021.*

Signed and accepted on behalf of the Company	Signed and accepted by the Participant	Signed and accepted by the Confirming Party
For QuantumBit Technologies Private Limited  Director	Nachiket	

TITLE	Nachiket Pedgaonkar ISA
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SENT

02 / 11 / 2021

12:52:29 UTC

Sent for signature to Nachiket Pedgaonkar
(nachiketpedgaonkar@gmail.com) from sahil@geekster.in
IP: 223.181.132.180



VIEWED

02 / 11 / 2021

13:00:59 UTC

Viewed by Nachiket Pedgaonkar (nachiketpedgaonkar@gmail.com)
IP: 106.195.0.203



SIGNED

07 / 11 / 2021

11:57:33 UTC

Signed by Nachiket Pedgaonkar (nachiketpedgaonkar@gmail.com)
IP: 106.195.10.31



COMPLETED

07 / 11 / 2021

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The document has been completed.