

Contract Version: v2

(Agreement Initiated On: 02 April, 2025)

SkillSwap Trust Exchange Agreement

This Trust Exchange Agreement ("Agreement") is entered into on this 02 day of April, 2025, electronically through the SkillSwap Platform, by and between:

Sender: Timir Bhingradiya, residing at Amar Swapna Soc., Sachin, Surat contactable via email timir@gmail.com having SkillSwap profile with a username @ttimir123.

Receiver: Smit Bhuva, residing at Bangalore, Karnataka, India, contactable via email smit@gmail.com, having SkillSwap profile with a username @smit0014.

The above-mentioned Sender and Receiver are collectively referred to as the "Parties" and individually as "Party."

PREAMBLE: The Parties enter into this Agreement with mutual commitment to maintaining trust, transparency, accountability, and professionalism in the exchange of their respective skills or services as clearly detailed below. Both Parties agree to uphold integrity, clear communication, and mutual respect throughout their exchange to ensure a mutually satisfactory experience. The SkillSwap Platform exclusively serves as an intermediary, facilitating the exchange without bearing any legal responsibility or liability for the actions or representations made by either Party.

1. Details of the Exchange:

1.1 By entering into this agreement, the Sender agrees to provide the following:

UIX Design.

1.2 In return, The Receiver agrees to provide the following skill/service: C# under the category "Programming & Tech," as specified in the original offer listing.

1.3 The learning objective/description for this exchange is:

C# Foundation, and the Offer Owner (Receiver) requires that the learner possess an Intermediate level of proficiency to fully benefit from the instruction.

1.4 The mode of learning/instruction is In-Person and the Offer Owner (Receiver) is available on a Part Time basis

1.5 The Offer Owner (Receiver) agrees to provide reasonable assistance and clarification rounds during the learning period. Unless otherwise agreed, up to two (5) rounds of revision or guidance may be requested by the Sender, within the agreed exchange duration.

1.6 The agreed duration for this exchange is 3 days, with an agreed digital token payment of 1.20 tokens.

1.7 The exchange shall commence on 03 April, 2025 and must be completed by the day of 07 April, 2025. (This completion date is automatically calculated based on the Contract Signing Date plus the agreed Exchange Duration and an additional T+1 backup day...)

2. Term of Agreement:

2.1 This Agreement remains effective from the commencement date until the specified completion date, unless terminated earlier according to the conditions herein.

2.2 Should additional time be necessary, both Parties must mutually agree upon an extension in writing through the SkillSwap Platform prior to the original completion date.

3. Commitments of the Parties:

3.1 Both Parties agree to provide truthful, accurate, and comprehensive details regarding their skills and services.

3.2 Services must be delivered promptly, professionally, and exactly as agreed.

3.3 Both Parties agree to maintain respectful, ethical, and clear communication throughout the duration of the exchange.

4. Prohibited Conduct:

The Parties expressly agree not to engage in: 4.1 Fraudulent activities, misrepresentation, or dishonesty.

4.2 Providing false or misleading information.

4.3 Any conduct causing financial, reputational, or other forms of harm.

4.4 Unprofessional or disrespectful behavior.

5. Confidentiality and Privacy:

Both Parties must strictly maintain confidentiality regarding all shared information, only disclosing details if explicitly authorized by the other Party or required by law.

6. Breach of Agreement and Enforcement:

In the event of a breach, the following actions will be taken: 6.1 Immediate termination of services by the breaching Party.

6.2 Liability of the breaching Party for incurred damages.

6.3 Potential legal action within the jurisdiction of India, including adherence to

all applicable provisions of the Indian Contract Act, 1872, and the Information Technology Act, 2000, governing electronic agreements and digital transactions.

6.4 Reporting breaches to SkillSwap administration and professional platforms including LinkedIn, Facebook, Instagram, Twitter, and relevant forums.

6.5 Flagging of the offending Party's SkillSwap profile and reporting across other professional platforms if inappropriate, unprofessional, or disrespectful behavior is identified.

7. Measures to Enhance Trust:

Both Parties commit to:

- 7.1 Prompt and responsive communication.

- 7.2 Regular updates and complete transparency throughout the exchange.

- 7.3 Mutual feedback to ensure quality and satisfaction.

- 7.4 Clearly defined procedures for resolving misunderstandings or disputes.

8. Protection of SkillSwap Platform:

8.1 Both Parties acknowledge that SkillSwap acts solely as an intermediary platform to facilitate exchanges.

8.2 The Platform will provide assistance at every stage to amicably resolve disputes, misunderstandings, or legal issues between Parties.

8.3 SkillSwap holds no legal or financial responsibility for disputes, breaches, misrepresentations, or other issues arising from this Agreement. The Parties explicitly waive the right to involve SkillSwap in legal or administrative proceedings.

9. Dispute Resolution:

Any disputes arising shall initially be addressed through negotiation or mediation. If unresolved, arbitration procedures under the Arbitration and Conciliation Act, 1996, will apply within the jurisdiction of India.

10. Governing Law:

This Agreement shall be governed by and interpreted under the laws of India. Specifically, this Agreement complies with the provisions of the Indian Contract Act, 1872, and the Information Technology Act, 2000.

11. Entire Agreement:

This Agreement constitutes the complete understanding between the Parties, superseding any previous verbal or written discussions or agreements.

12. Amendments:

Any changes or modifications must be documented in writing and mutually agreed upon by both Parties to be valid.

13. **Optional Additional Terms (e.g., specific conditions, communication preferences, penalty clauses):**

Quality Learn, Teaching Ethics Must, Good Learner

14. **Process Flow of Exchange:**

Clearly outline the detailed steps involved in the exchange process, including key milestones or checkpoints:

1. Basic
2. Advance
3. Practical
4. Project

15. **Declaration and Acceptance:**

By electronically signing below through the SkillSwap Platform, both Parties explicitly confirm they have carefully read, fully understood, and agree to comply strictly with all terms, conditions, obligations, and responsibilities outlined above. They acknowledge that this Agreement is legally binding and enforceable.

Sender Acceptance:

Name: Timir Bhingradiya

Awaiting Receiver's Review

Signature: _____

Place: _____

Receiver Acceptance:

Name: Smit Bhuva

☒ **I Agree, Date: 03/04/2025**

Signature: Smit B

Place: Surat

IMPORTANT NOTICE & CONTRACT INDEX

[Index 1] Version Declaration:

This is version (v2) of the contract. All prior versions (e.g., v0, v1) are hereby nullified and shall no longer be considered valid or enforceable. A contract version becomes binding only upon acceptance by both Parties through confirmation and return. Only the most recently accepted version shall be considered legally binding.

[Index 2] Legal Binding Clause:

This agreement will become legally binding once all parties have signed.

[Index 3] Acceptance Confirmation:

Provision of valid acceptance details, a valid signature, signing place, and today's date, confirms acknowledgment of the contract terms and permits final execution of this agreement.

