

INCOME SHARE AGREEMENT

This Income Share Agreement ("ISA" or "Agreement") is made and entered into on this Day
day of Month Year ("Execution Date") by and between
 Name of the Student , having Aadhaar number Aadhaar and PAN number
 PAN and residing at Address (hereinafter referred to as the "Student",
"Trainee", "You", or "Your", and which expression shall mean and includes their legal heirs, executors, and
administrators) of the **ONE PART**;

AND

AlmaBetter Edutech Private Limited, a company incorporated under the Companies Act 2013, having its registered
office at Business Hut, No 133/2, 4th Floor, Janardhan Towers, Residency Road, Bangalore, KA 560025 IN
(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 **OTHER PART**.

PLEASE CAREFULLY READ THIS LEGAL AGREEMENT BEFORE AFFIXING YOUR SIGNATURE. BY
ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE TRAINING
AND PLACEMENT SERVICES PROVIDED THROUGH ALMABETTER EDUTECH PRIVATE LIMITED, YOU
WILL PAY AN AGREED PORTION OF YOUR INCOME TO THE NBFC PARTNER/ COMPANY IN
ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE LOAN
AGREEMENT. THIS AGREEMENT IS NOT A LOAN AGREEMENT. THE COMMENCEMENT OF YOUR
PAYMENT OBLIGATION IS DIRECTLY ASSOCIATED WITH THE AGREED THRESHOLD AMOUNT OF
YOUR INCOME.

WHEREAS:

A. The Company is engaged in the business of imparting training to eligible students in the field of Web Development
by offering an efficient and comprehensive tutorial program via the online or offline channel, as per the sole discretion
of the Company.

B. You have agreed to enroll with the Company for availing the Training of Web Development on the terms and
conditions as stated in this Agreement.

In consideration of the Training imparted 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 "**AlmaBetter**" refers to a product of AlmaBetter Edutech Private Limited.

1.2 "**Approved Bank Account**" means a bank account established by You with the NBFC Partner or the Company.

1.3 "**Code of Conduct**" shall mean the code of conduct of the Company as executed between the Student and the
Company, annexed as **Annexure 1** with this Agreement.

1.4 "**Web Development**" is the work involved in developing a website for the Internet (World Wide Web) or an

intranet (a private network). Web development can range from developing a simple single static page of plain text to complex web applications, electronic businesses, and social network services.

1.5 **“Earned Income”** means Your total salary, wages, compensation, and gross income from employment or pursuant to self-employment associated with the field of Web Development, reported or required to be reported on an income tax return under Income Tax Act. 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 third party. At its sole 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 the 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 conclusively final and binding upon You.

1.6 **“Employer”** means any person or organization for which You provide services, either as an employee or as an independent contractor.

1.7 **“Income Share”** means an amount payable by You to the Company and/or to the NBFC every month from Your Earned Income.

1.8 **“Loan Agreement”** shall mean the loan agreement to be executed between You and the company's NBFC Partner. The decision to enter into the Loan Agreement with You lies at the sole discretion of the NBFC Partner.

1.9 **“Monthly Payments”** means the amount payable by You to the Company and/or to the NBFC every month.

1.10 **“NBFC”** shall mean any non-banking financial institution assigned to You by the Company with which You will be executing a Loan Agreement.

1.11 **“Payment Term”** means the period commencing upon Your Earned Income touching the Threshold Amount and during which period You have an obligation to make Monthly Payments to the NBFC Partner or the Company as applicable, as provided under this Agreement and the Loan Agreement.

1.12 **“Person”** means any individual, partnership, corporation, limited liability partnership, trust or unincorporated association, joint venture, or other entity or governmental body.

1.13 **“Student”** means any candidate desirous of participation in the Training modules designed by the Company from time to time.

1.14 **“Training”** means the AlmaBetter Web Development Program offered by the Company.

1.15 **“Program Completion Date”** shall mean the date on which the Student completes all the Training modules as per the completion criteria set by the Company in its absolute sole independent discretion.

1.16 **“AlmaX”** means the placement program offered by the Company to You.

1.17 **“Placement Guarantee Period”** refers to 12 months post Program Completion Date

1.18 **“Qualified Job Position”** refers to a job position in the domain of Web Development with a minimum threshold income as defined in clause 1.19

1.19 **“Threshold Amount”** refers to an estimated annual income of INR Threshold Amount. Please note that the Earned Income consists of Fixed pay, variable pay as well as any other incentive offered by a recruiting company or any other income source in the field of Web Development.

1.20 **“Tuition Fee”** shall mean an amount of INR Tuition Fee payable by You to the Company in consideration for the Training and Placement imparted to You by the Company.

2. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT

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

2.2 Training completion is marked by You successfully obtaining the coveted “AlmaBetter Program Completion certificate” within the Program Completion Date.

2.3 Further, The Company agrees to provide You placement in the field of Web Development with a minimum threshold CTC as defined in clause 1.19 within the Placement Guarantee Period.

2.4 Upon Your Earned Income touching the Threshold Amount, You agree to pay the Tuition Fee to the Company in consideration of the Training imparted to You by the Company.

2.5 The Company reserves the right to collaborate with an NBFC Partner, as per its absolute sole independent discretion, and may assign/transfer the responsibility of collection of the outstanding amount of Tuition Fee to an NBFC Partner.

2.6 NBFC Partner, in its sole discretion, may or may not decide to enter into a Loan Agreement with You.

2.7 If the NBFC Partner decides to enter into a Loan Agreement with You, You agree to pay the Tuition Fee to the NBFC Partner pursuant to the terms of the Loan Agreement and this Agreement, through continuous Monthly Payments commencing from the month in which you start receiving the salary.

2.8 If the NBFC rejects Your loan application or if the NBFC does not enter into a Loan Agreement with You because of any reason attributable to You or if the Company does not collaborate with an NBFC, then You shall be required to pay the Tuition Fee directly to the Company as per the Payment Term decided by the Company for You on its absolute sole discretion.

2.9 It is clarified that because of any reason, if You fail to make the payment of the Monthly Payments for any month, then the Payment Term shall be automatically extended by such number of months in which You failed to make payment of the Monthly Payments.

2.10 It is further clarified that Your obligation to pay the Tuition Fee will commence even if You get employment, contract, or job independently on Your own and would not be restricted to the placement process of the Company.

3. COMPANY AS PROCESSING AGENT

You hereby accord your consent to the Company to manage and process all of the pertinent and requisite information related to You and other 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 provide all the necessary information and cooperate with all requests made by the Company with respect to Your compliance with the terms and conditions of this Agreement, including providing information, documents, authorizations, etc, as requested from time to time.

4. OBLIGATIONS OF THE STUDENTS

4.1 Loan Agreement

4.1.1 After your selection for the AlmaX Program (ProX), You shall fully complete the KYC or any other relevant documentation including NACH with NBFC Partner within 7 days of you signing the Income Share Agreement. Failing to do so will result in the cancellation of your seat in the AlmaX Program (ProX) offered by the company.

4.1.2 You shall complete all the remaining formalities and documentation related to Tuition Fee Payment with the NBFC partner within 5 days of accepting a job offer. You shall also sign the Loan Agreement with the NBFC in such form as stipulated by the NBFC. Post 5 days of accepting the offer letter, if the documentation still remains incomplete with the NBFC partner then a late fine of INR 2,000 (Two thousand only) per day would be added to the fees payable.

4.1.3 You agree and understand that the Loan Agreement is a binding agreement and that You will be liable to make payments to the NBFC in the manner as stipulated in the Loan Agreement.

4.2 Code of Conduct

You will be bound by the Code of Conduct of the Company, annexed as **Annexure 1** with this Agreement.

4.3 Competency-Based Learning

You will be bound by the Competency-Based Learning framework of the Company, annexed as **Annexure 2** with this Agreement.

4.4 Making the best efforts to secure a job in the field of Web Development

You agree to make your best efforts and follow all suggestions and guidelines provided by the Company in order to secure a job in the field of Web Development including by way of making applications to potential Employers.

You agree that You shall not be dependent solely upon 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.

You promise to make your best efforts in applying for the Web Development job listings organically. You also promise to keep the placement team apprised of all the communication received from the recruiters that You approach organically.

4.5 Filing of Income-Tax Returns

4.5.1 From the assessment year in which Your Payment Term begins till 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 or the last date of filing as directed by the Government of India. You agree to perform similar requirements or procedures of filing the Income Tax Return for any other country's tax authority, as applicable.

4.5.2 You shall submit to the Company, the proof of filing of the income tax returns as set out in Clause 4.5.1 before 10th August of every financial year or the last such date as directed by the Government of India, till such time as an amount equal to the Tuition Fee has been fully repaid to the fullest satisfaction of the Company/ NBFC Partner.

4.6 Information Obligations of the Student

4.6.1 You shall provide to the Company Your salary slips as provided by the Employer or such other proof of Your Earned Income as required by the Company on a quarterly basis either through the AlmaBetter Platform or by emailing the same to such email addresses as designated by the Company.

4.6.2 If You fail to provide the salary slips or such other proofs of Your Earned Income as required by the Company for one calendar quarter, the Company shall issue You a request calling upon you to provide the salary slips or such other proofs of Your Earned Income

4.6.3 If, however, You fail to provide the salary slips or such other proof of Your Earned Income, as required by the Company for two consecutive quarters, the Company may, at its sole discretion, initiate appropriate legal proceedings for recovery of the amounts due and payable under the provisions of Loan Agreement or this Agreement.

4.6.4 In addition to the salary slips, You shall provide to the Company the offer letter issued by an Employee along with the bank statement for the Approved Bank Account and such other bank accounts in which Your Earned Income is deposited.

4.7 Consent to Collection of Personal Information

4.7.1 Student acknowledges that the company has the right to collect, use, and/or disclose personal information including to third parties to facilitate the extension of loans and related services. The student agrees that, where more specific consent is required, the Student shall complete such documentation as may be required from time to time to confirm the consent provided in this Agreement.

4.7.2 Student acknowledges that the company has the right to use their social media profiles including but not limited to Facebook, LinkedIn, Instagram, Youtube, and any other such profile for publicity purposes as and when required by the Company.

5. MAKING PAYMENTS FROM EARNED INCOME

5.1 Once Your estimated annual 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 or on account of any other incentive offered by a recruiting company or any other income source in the field of Web Development, touches the Threshold Amount, at any time during a period of 12 (twelve) months from the Program Completion Date, the Payment Term will commence and You shall be liable to pay to the NBFC Partner or the Company the Monthly Payments. Such payment to the NBFC Partner or the Company shall be made on or before such day of each calendar month as stipulated in the Loan Agreement ("Payment Due-Date") or this Agreement.

5.2 Once Your estimated Earned Income touches the Threshold Amount within the 12 (twelve) months of the Program Completion Date, You will be liable to pay to the NBFC Partner as per Clause 2.7 or to the Company as per Clause 2.8.

5.3 In the event of termination of Your employment, the Company may on a best efforts basis, attempt to secure new employment for You. It is however clarified that there should be absolutely no obligation on the Company to secure a new employment offer for You. The company may request additional fees for such assistance on a case-to-case basis.

5.4 The Company concurs with the definition of "Payment Default" as outlined by the NBFC Partner in the Loan Agreement. In case of Payment Defaults, the Company shall be entitled to initiate legal actions for recovery of the amounts due and payable by You to the Company and/ or the NBFC Partner.

6. OBLIGATION OF STUDENT IN THE EVENT OF WITHDRAWAL FROM TRAINING

6.1 If You, for any reason, decide to opt out from AlmaX Program (ProX), the following clauses will apply -

6.1.1 If You, for any reason, decide to opt out from AlmaX Program (ProX) within 14 (fourteen) days of signing the Income Share Agreement, you will have no liability to pay any amount against the Tuition Fee to the company.

6.1.2 If You, for any reason, decide to opt out from AlmaX Program (ProX) between 14 (fourteen) to 30 (thirty) days of signing the Income Share Agreement, you will be liable to pay 25% (twenty-five percent) of the entire Tuition Fee, as indicated in clause 1.20 of this agreement, to the company.

6.1.3 If You, for any reason, decide to opt out from AlmaX Program (ProX) after 30 (thirty) days of signing the Income Share Agreement, you will be liable to pay the entire Tuition Fee, as indicated in clause 1.20 of this agreement, to the company.

6.1.4 If, for any reason, You are expelled/suspended from the AlmaX Program (ProX) Program on account of a breach of the Code of Conduct (as mentioned in Annexure 1) or for any other reason deemed valid by the Company, you will be liable to pay the entire Tuition Fee, as indicated in clause 1.20 of this agreement, to the company.

6.2 In case of clauses 6.1.2, 6.1.3, or 6.1.4, the Company will raise an invoice for the applicable Tuition Fee amount upon which you will be liable to make the payment within a period of 15 (fifteen) days from the date of issue of the invoice.

6.3 In the event of non-payment of the amount due within 15 days from the date of issuing an invoice, the Company may, at its sole discretion, initiate appropriate legal proceedings for recovery of the amounts due and payable under the provisions of this Agreement.

7. MANDATORY ACTIVITIES FOR ALMAX PROGRAM STUDENTS

7.1 Students must follow a six-day working schedule from Monday to Saturday. The program requires at least ~30 hours of commitment weekly and it is mandatory for students to commit to the schedule shared by the company during the training.

7.2 Students must comply with the minimum attendance criteria set by the Company during the program duration in order to continue with the program and placements. Any leave of absence should be communicated in writing to the respective Cohort Manager at least 2 days in advance. In case of absenteeism due to illness, students must present a medical certificate to the Cohort Manager.

7.3 Students are expected to complete all the mandatory activities including but not limited to Quizzes & Assignments, Competency Challenges, Resume Building Sessions, Capstone projects, Mentorship sessions, and Mock interviews within the stipulated timeline.

7.4 Each of the aforementioned mandatory activities is assigned a default score. Failing to complete any of these activities within the stipulated timeline will result in the student being penalized with the predefined default score.

7.5 If the cumulative default score crosses the threshold score set by the company, the student may be expelled from the AlmaX Program (ProX) program. In all such cases, the student is required to pay the entire Tuition Fee within 15 days of the date of expulsion.

8. PAYMENT OF TUITION FEES - SPECIAL SCENARIOS

Upon the occurrence of the events as set out in this Clause, You shall be required to pay to the Company, the entire Tuition Fee within 15 (fifteen) days of raising the invoice:

8.1 During your time in AlmaX, you are expected to fully devote yourself to recognizing and appreciating the company's partnerships with recruiters from the industry. To fulfill this commitment, you are required to commit to the following clauses:

8.1.1 You will appear for each and every commitment that the recruiting company expects from you including but not limited to online tests/ assessments, assignments, interviews, or any other such commitment as the company may suggest you to be a part of.

8.1.2 You will make your best efforts to be fully prepared and give your best towards successfully completing each and every step of the selection process as suggested by the recruiting company and the placement team.

8.1.3 If the company finds a case where you deliberately tanked an interview or showed leniency towards any of the selection processes, You would be barred from appearing in any recruitment process for the next 2 weeks. If the behavior still persists after re-incorporating You in the recruitment process, the company may expel you from the AlmaX process. In such a case, You would be liable to make the full Tuition Fee payment.

8.1.4 If You skip more than one scheduled interview without prior information to the placement team for any recruitment process sourced by the Company, You would be to make the full Tuition Fee payment.

8.1.5 You promise to keep the placement team apprised of all communication received from the recruiter's side. You also promise to inform the placement team beforehand of your expected unavailability from any of the recruitment processes due to any unforeseen/ emergency circumstances.

8.2 If You accept a job on your own which is not related to Web Development within a period of 12 (twelve) months from the Program Completion Date, You would be liable to make full Tuition Fee payment.

8.3 If the Company procures an offer for You from an Employer for an amount equal to or more than the Threshold Amount, and if You reject the said offer without the consultation of the company, You would be liable to make full Tuition Fee payment.

8.3.1 In case the company advises You to accept a job offer but you still deliberately reject the offer, the company will have no more liability to secure another job for you. In such a case, You would be liable to make full Tuition Fee payment upon rejection of the offer.

8.4 If You fail to produce any document such as a passing certificate, graduation certificate, or any other such document as required by an Employer to provide You a job offer, the company can not be held responsible and You would be liable to make full Tuition Fee payment.

8.5 You agree to make consistent efforts towards securing a job above the promised threshold amount. However, if You willingly accept any job offer either in the Web Development domain or any other domain which does not meet the Threshold Amount, within a period of 12 months from the Program Completion Date, You would be liable to make full Tuition Fee payment.

8.6 Instead of making the best effort to search for employment, if You choose to pursue any further education program or any advanced courses offered outside the Company in any field within a period of 12 (twelve) months from the Program Completion Date.

8.7 In the event of non-payment of Tuition Fee within 15 days from the date of issuing an invoice, the Company may, at its sole discretion, initiate appropriate legal proceedings for recovery of the amounts due and payable under the provisions of this Agreement.

9. SET UP AND MAINTENANCE OF APPROVED BANK ACCOUNT

9.1 You agree that, prior to receiving any Earned Income, You will establish a bank account with the NBFC Partner or the Company (“**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 prior notice of the requested change and such details for the proposed replacement account as the Company may reasonably request.

9.2 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.

10. EXIT

The following circumstances would lead to the termination and nullification of the agreement -

10.1 If the student successfully completes the payment of the tuition fee through monthly installments, then the obligation to make any further monthly payments from their earned income to the NBFC Partner or to the Company will be relinquished, and the agreement will be deemed null and void.

10.2 If the Company fails to secure a placement for the student within the Guarantee Placement Period, the agreement will be terminated, and the student will no longer be held responsible for complying with any of the agreement's clauses.

11. RECONCILIATION

From time to time during the Payment Term, the Company 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 has properly calculated the Monthly Payments due and payable under this Agreement (“Reconciliation”). You agree to cooperate with the Company in the Reconciliation Process.

12. CONFIRMATION OF EARNED INCOME AND EMPLOYMENT

To permit the Company to perform reconciliation, You agree that You shall, within thirty (30) days of request by the Company, provide the Company 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 all forms of cash and non-cash (ESOP, Stock Appreciation Rights) 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 for the purpose of performing the reconciliation.

13. UNDERREPORTED EARNED INCOME

If at the beginning of the Payment Term or pursuant to reconciliation, whether intentionally or unintentionally, You

under-report Your Earned Income below the Threshold Amount, resulting in the avoidance of Monthly Payments required to be made to the NBFC Partner/ Company, Company will have the right to activate the Monthly Payments, in its sole discretion, and You will be liable to pay an additional amount of INR 50,000 (Rupees Fifty Thousand Only) as the “Underpayment Fee” within 15 (fifteen) days of the finding of such under-reported case.

14. CAP ON PAYMENTS; PREPAYMENT AMOUNT

14.1 Payment Cap - The total Monthly Payments payable by You to the NBFC Partner or the Company under this Agreement shall not exceed the Tuition Fee.

14.2 Prepayment Amount - You may at any time pay in full Your obligation to the NBFC Partner/ Company by paying an amount equal to the Tuition Fee less any Monthly Payments already made under this Agreement and the Loan Agreement, plus any outstanding fees or other amounts that You may owe the Company and/or the NBFC Partner under this Agreement or the Loan Agreement.

15. ADDITIONAL PROVISIONS AFFECTING PAYMENTS

15.1 International Work - If You move out of India during Your Payment Term, you agree to continue to report Your Earned Income and to continue to make Monthly Payments during the Payment Term. 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 and the Loan Agreement.

15.2 Waiver of ISA Due to Death or Total Disability - Company will waive the amount payable by You 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 occurrence of an incident after the Execution Date.

16. COVENANTS AND REPRESENTATIONS OF STUDENT

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

16.1 That You are entering into this Agreement in good faith and with the intention to pay to the Company by making Monthly Payments when due;

16.2 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;

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

16.4 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;

16.5 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 mislead, 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 Payments obligation or otherwise;

16.6 That You will timely and fully provide all information and documentation required under the terms of this Agreement or the Loan Agreement or as reasonably requested by Company and / or the NBFC Partner (including any assignee of Company) and that such information or documentation shall be true, complete, and accurate. Notwithstanding, anything contrary contained herein, You unconditionally agree that the personal and financial information provided to You at the time of enrollment or pursuant to the requisition from the Company, shall be subject to further analysis, reconciliation and verification by the Company or its agents for the purposes of this Agreement

16.7 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;

16.8 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 discharge all Your payment obligations under this Agreement and the Loan Agreement.

17. TERM & SURVIVAL

17.1 This Agreement shall be effective from the Execution Date and shall be valid and binding till an amount equal to the Tuition Fee has been repaid by You in the manner as set out in this Agreement.

17.2 You shall not be entitled to terminate this Agreement.

17.3 Post the successful discharge of the payment obligations by You, the representation, warranties, and information shared by You under this Agreement shall survive for the meaningful and satisfactory usage or revalidation of the information by the Company.

18. BREACH AND REMEDIES

Upon breach by You of this Agreement or the Loan Agreement and the Company shall be entitled to (i) collect the amounts due and payable by You under this Agreement and the Loan Agreement; (ii) enforce all legal rights and remedies in the collection of such amount and related fees (including any rights available to Company to garnish wages or set off any tax refund); or (iii) utilize any combination of these remedies. You agree to pay the Company's costs incurred by the Company for recovery of the amounts due and payable by You under this Agreement and the Loan Agreement, including reasonable attorney fees, collection fees charged by a taxing authority for tax refund set-off, and any other fees or costs.

19. GENERAL PROVISIONS

19.1 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.

19.2 Amendments - This Agreement cannot be modified or amended except with the written consent of both Parties.

19.3 No Waivers - No delay or failure on the part of either Party to require the performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

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

20. CONFIDENTIALITY

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

21. VERIFICATION OF REVIEW AND INDEPENDENT DECISION TO ENTER INTO ISA

By signing below, You acknowledges and agrees that this Agreement is entered into voluntarily and as an arms-length transaction. You further acknowledges and agrees with each of the following: (i) that I am of legal age to execute this Agreement; (ii) that I have had the opportunity to read this Agreement and to review its terms and conditions with my legal and financial advisors of my choosing; (iii) that Company is not an agent or fiduciary or advisor acting for my benefit or in my favor in connection with the execution of this Agreement; (iv) that Company has not provided me 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 me that are not expressly set forth in writing in this Agreement. I understand that, by entering into this Agreement, I am irrevocably agreeing to share a fixed amount of my future Earned Income in consideration of receiving the Training, in accordance with the terms and conditions of this Agreement and the Loan Agreement.

ANNEXURE 1

Code of Conduct

Student Code of Conduct - Rules and Regulations:

- The Student Code of Conduct (“Code”) sets out the standards of conduct required from all students of AlmaBetter. The Code along with the Income Share Agreement (“ISA”) entered into between AlmaBetter Edutech Private Limited and the Student, constitutes the entire Agreement between the parties. It holds individuals and groups responsible for the consequences of their actions. Failure of the Students to fulfill these responsibilities may result in the withdrawal of privileges or the imposition of sanctions including but not limited to termination from the program and placements, etc.
- AlmaBetter reserves the right, in its sole discretion, to modify or replace all or any part of the Code at any time by notifying the Student.
- 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, AlmaBetter shall be entitled to expel such Students from the program. The determination by AlmaBetter that the Student is in breach of the terms of this Code of Conduct shall be final and binding on the Student. In such a case, the Student would be liable to pay the entire Tuition Fee as per clause 6.1.4
- During the program, the students will make progress as per Competency-Based Learning. Further, each Student will be classified/defined as per the Competency-Based Learning and AlmaBetter will be defining/outlining a program path for each Student based on their learning curve.

Highlights of prerequisites for obtaining the AlmaBetter Program Completion Certificate

1. Successful completion of Competency Challenges

- Candidates are required to complete Competency Challenges corresponding to each module as detailed in the course curriculum. Competency Challenges reinforce the theoretical understanding of the concepts in each module.
- In order to successfully clear specific competency challenges, a candidate can attempt it a total of 3 times and secure the passing marks. A reattempt is allowed only after a gap of at least 7 days.

2. Completion of Capstone Projects

- Candidates are required to complete all Capstone Projects corresponding to each module as detailed in the course curriculum. Capstone Projects introduce candidates to worldly scenarios. Candidates are expected to complete these projects in groups of 4-5 peers. By getting hands-on experience through capstone projects, candidates develop the key competencies and skills necessary for the real workplace environment
- In order to successfully clear a specific Capstone Project, a candidate can submit the project for evaluation up to a maximum of 3 times and secure passing marks.

3. Completion of Mock Interview

- Candidates are required to complete a final Mock Interview successfully. The mock interview is the final step that a student has to successfully complete in order to get admission into the placement program i.e. AlmaX. The mock interview is conducted with an industry professional.
- Candidates can appear for the Mock Interview up to a maximum of 3 times and secure passing marks.

Assignments/Projects/Interview Misconduct - Policy on Unfair Means, Cheating, Forgery, Impersonation, etc.

- Misconduct is defined as a violation of the AlmaBetter standards of program integrity and/or this Code, whether these violations are intentional or unintentional.
- Misconduct consists of cheating on assignments and projects, forgery, plagiarism, impersonation, etc during or on assignments, projects, or unauthorized collaborative work.
- Both the receiver (copier) and the giver (enabler) will be subjected to a Code of Conduct and consequent punishment thereunder.
- A Student will have interview sessions with coaches and mentors. Under no circumstances a Student should try to influence the coach or mentor to alter or manipulate the feedbacks at any point in time.

Responsibilities of Students

Students must:

- Treat all the members and other fellow students of the AlmaBetter community with respect and dignity.
- Do all required work within deadlines and to the best of their ability with integrity.
- Treat the property, facilities, and resources provided by the Company to assist the student in the program with care and diligence.
- Settle any disagreements by discussing the problem and seeking a solution that is fair to all concerned.

Students must not:

- Use unparliamentary or unprofessional language.
- Bully, rag, harass or discriminate against any member of the Company community.
- Use Company online facilities to send or view any obscene, offensive, or illegal material.
- Behave in a manner, within or outside campus that may bring the Company into disrepute or malign the image of the Company in any manner. This includes any criminal or antisocial behavior.
- Students agree that whenever they have any concerns or issues, during the program and after completion of the program, he/she will write to feedback@almabetter.com as a first-level redressal process. Students agree not to issue statements, remark, comment, message, information, declaration, communications, or another statement of any kind that defame or disparage or are derogatory or negative towards AlmaBetter, its business, services, products, customers, clients, affiliates or its current, former, or future directors or executive officers, employees, etc. This provision applies equally wherever such statements and/or interferences are made, including statements made verbally and in writing, and including statements posted on the internet or published

in any other format. If the Students are found to be in breach of this responsibility, the Company may at its sole discretion, immediately expel or suspend the Student from the program, or Student may lose on certain privileges including but not limited to removal from Slack or other such tools/ not being allowed to attend lectures/guest lectures or avail placements services.

- 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 and the parents / legal guardians/spouse shall be informed about such an incident.
- If a student receives more than 2 (two) suspensions, the student may be expelled from the program and ISA breach conditions will be enforceable.
- The policy formulated by AlmaBetter pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 will be applicable to and binding on the Student.

ANNEXURE 2

Competency Based Learning

What is Competency-Based Learning (CBL)?

- Most education institutes today treat all students in the same class/batch/cohort (referred to as “Group” hereinafter) the same. Institutional uniformity works quite well for machines but this is a matter of fact that humans are made up of different physical, social, and intellectual characteristics.
- We strongly believe that the model of compelling all students to learn at the same pace with the same level of interest is quite detrimental to the quality of education because these kinds of model more often than not tests the capabilities of students by forcing them to work together in Groups at the same pace, regardless of each individual's ability and interests to adapt the learning environment.
- In a system based on Competency-Based Learning (referred to as “CBL” going forward), the Group is accepted as a set of diverse individuals, who may come with some common traits but also recognizes their different educational backgrounds, life & work experiences along with learning styles.
- Competency-Based Learning is an approach to education that focuses on the student’s demonstration of desired learning outcomes as central to the learning process.
- A key characteristic of Competency-Based Learning is its focus on mastery. In other learning models, students are exposed to content—whether skills or concepts over time and success is measured summatively. In a Competency-Based Learning system, students are not allowed to continue until they have demonstrated mastery of the identified competencies (i.e., the desired learning outcomes with suitable adaptability must be demonstrated).
- It is quite common to see students get stuck, fall behind, give up and in extreme cases – drop out of the training or learning programs in the traditional model of education. A standard experience for a student in this model is “failing” and then having to repeat the class/subject/year till they are able to achieve a passing grade. This causes the students to lose interest in addition to social embarrassment. Resultantly, a student is now trying to “pass” by rote memorization and doing the bare minimum for passing.
- While assessments based on rubrics are a cornerstone for the CBL system – they serve the purpose of reinforcing the concepts, and to show the student and the instructor(s) how well each of the concepts are understood by the Student in terms of their application; rather than making just a judgment of passing and failing.
- The above understanding leads to two options – progress at the same pace or go back and master the concepts. This is where CBL diverges from the traditional model. If a student is unable to clear the assessment based on the rubrics, he/she is not failed and asked to repeat the module – there is a further check on what are the gaps and why, which then leads to the student spending more time on the same concepts with different inputs, tasks, assignments etc. Essentially, this is tailored to the needs of the students rather than repeating the same template and hoping for different results.
- CBL is considered as a better way to teach students almost universally. Unfortunately, most educational institutes are unable to implement this type of learning because they don’t have the intention, intensity, budget, or time to make it work for their students.

Part A - How CBL works at AlmaBetter?

- Every student at AlmaBetter goes through CBL. Only if the Student is able to amass the minimum credits required for progression for a particular Module, then the Student will be considered ready to move forward to the next module.
- Assessment will be based on rubrics - in education terminology, **rubric** means a scoring guide used to assess and evaluate students' progress. It is a set of criteria for grading assignments & projects. Rubrics usually contain evaluative criteria, quality definitions for those criteria at particular levels of achievement, and a scoring strategy. They are presented in table format and can be used by instructors when marking/evaluating.
- But if you do not clear the evaluation basis rubric parameter, we won't just move you to the next month and hope that you'll master those concepts later. Instead, we'll reset the 4 weeks, you will start over, revise, practice, discuss with your mentors, team leads and instructors and master the concepts and techniques.
- In CBL, rather than trying to catch up with the next set of modules, you'll have the opportunity to master each skill you need to be successful.
- It takes a lot of hard work and resources at AlmaBetter to implement CBL, but we are willing to invest further in you to make you skilled and successful in your mission to become a successful Web Development professional.

Part B - Competency Based Learning (consequences of not clearing)

- If you are unable to satisfy the evaluation criteria as set out by the Company for the first Module, you will be asked to discontinue from the on-going batch with an option to re-apply for the next upcoming batch.
- If you are unable to satisfy the evaluation criteria as set out by the Company for the second Module onwards, you will repeat the respective Module and your credits will be calculated again. However, if you are unable to score the minimum credits in the second attempt for the said Module, you will be asked to discontinue from the on-going batch with an option to re-apply for the next upcoming batch.

Your success is the success of AlmaBetter. AlmaBetter is a skill building institute and it prepares all its students to be industry ready.

Note: AlmaBetter is a very diverse and inclusive institute, on a mission to find untapped or underutilized talent and skill them for most in demand Web Development jobs. All the structures and policies adopted and implemented at AlmaBetter are in keeping with this objective.

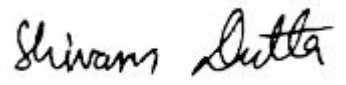
SIGNATURES AND UNDERTAKINGS

Undertakings by the student:

- I hereby undertake to attend live lectures and to take all internal assessments, tasks, assignments, etc. as required by AlmaBetter and if I fail to do so, I will be expelled from the ongoing program.
- I hereby acknowledge and accept that in the event of my expulsion from the program due to the breach of Code of Conduct, the consequences as set out in the ISA shall be applicable.
- I hereby submit to the disciplinary jurisdiction of the authorities of AlmaBetter, and shall observe and abide by the rules made by them.
- All powers relating to CBL assessment actions and disciplinary actions in relation to the students of AlmaBetter shall vest with the CEO & CBO of AlmaBetter. The CEO & CBO may delegate all or any of his powers as he deems fit, to such other officers as he may nominate on that behalf.

I hereby state that I have read the Income Share Agreement, Competency Based Learning framework, and Code of Conduct and agree to abide by the rules, regulations and policies as set out in this Agreement and acknowledge that I am subject to all disciplinary procedures as mentioned in this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Income Share Agreement as of the date first hereinabove mentioned

Student's Signature	SIGNED AND DELIVERED For AlmaBetter Edutech Private Limited
	 Represented by Director: Shivam Dutta