Attention: Siddharth Maheshwari

Address: Incanus Technologies Private Limited, Sona Towers, 3rd Floor, No.2, 26, 27 and 3, Hosur Rd, Industrial Area, Krishna Nagar, Bengaluru, Karnataka 560029

Email: siddharth@newtonschool.co

Phone Number: [+918660256368]

9.3 If to Participant

Attention: **Sakshi Srivastava**

Address: **C/O Priti Srivastav Flat No 208 Aradhana Apartment Building Dayal Residency Faizabad road BBD Semra Lucknow Lucknow Uttar Pradesh - 226028**

Email: **sakshisrivastavalko29@gmail.com**

Phone Number: **+918707883135**

10. MISCELLANEOUS

10.1 Amendments and Waivers: This Agreement cannot be modified or amended except with the written consent of both Parties. Any waiver by the Company as applicable shall only be effective if in writing.

10.2 Governing Law, Jurisdiction: The Agreement shall be governed by and construed in accordance with the laws of India and subject to Clause 9.3 (*Dispute Resolution*) below, the courts at Bangalore, India, shall have non-exclusive jurisdiction on the matters arising from the Agreement, without regard to the principles of conflicts of laws.

10.3 Dispute Resolution: If any dispute arises in relation to or in connection with this Agreement including in respect of the validity, interpretation, implementation, enforcement or alleged breach of any provision of this Agreement (or the subject matter of this Agreement) or regarding a question, ("**Dispute**") between the Parties ("**Disputing Parties**"), the Disputing Parties shall attempt to first resolve such Dispute or claim through discussions between them amicably.

If the Dispute is still not resolved through discussions after 30 (thirty) days, then any Disputing Party may submit the Claim or Dispute to be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or such statutory re-enactment thereof as is in force at the time of any such arbitration. A Party seeking to commence arbitration under this clause shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other Party hereto. All arbitration proceedings shall be conducted in the English language and the place and seat of arbitration shall be Bangalore, India.

1. Judgement upon any arbitral award rendered hereunder, may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
2. The arbitral award shall be substantiated in writing and the Arbitration Board shall also have the right to decide on the costs of arbitration proceedings. Any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the Dispute.

10.4 Entire Agreement: This 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 us relating to the subject matter hereof.

10.5 Successors and Assigns. The Company has the right to assign its rights, obligations to any third party including Newton School. Except as otherwise provided in this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators, and legal representatives. The Company may sell, assign, or otherwise transfer any of its rights, economic benefits, or obligations under this Agreement. The Participant may not assign, whether voluntarily or by operation of law, any of your rights, economic benefits or obligations under this Agreement, except with the prior written consent of the Company.

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Annexure A

Fee Payable	Maximum Number of Payments (in Months)	Payment Cap (in INR)
INR 2, 50, 000	**36**	**2,50,000 + 18% GST = 2,95,000**
The fee that You will pay to the Company	**The maximum number of monthly payments You may have to make**	**The maximum amount You could pay**