

TRAINING AND EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 25th Day of October, 2024, by and between **Mountain Trail Foods Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at **Hussle Hub, 1550/A, & 1550/B, 19th Main Road, Sector 1, HSR Layout, 3rd Floor, Bengaluru – 560102**. Hereinafter referred to as "Chai Point" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

AIMSENRICH Global Education Private Limited, an educational and training company having its office at 1st Cross, 1st Stage, Peenya, Bangalore 560058, hereinafter referred to as "AGEPL" (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART.

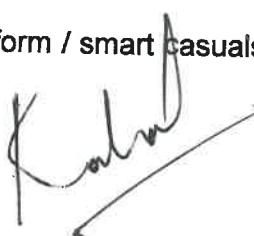
WHEREAS:

1. Chai Point is engaged in the business of selling food and beverages and is interested in partnering with educational institutions to provide specialized training and employment opportunities to individuals seeking to enhance their skills in the Quick Service Restaurant (QSR) industry.
2. AGEPL is an educational and training company interested in offering industry-relevant courses to its students.
3. Chai Point and AGEPL have agreed to collaborate on curating and running a 3-month craft course in QSR, as per the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Course Structure and Duration

- 1.1 AGEPL and Chai Point shall jointly curate and run a 3-month craft course in QSR (hereinafter referred to as the "Course").
- 1.2 The Course shall be conducted at the AGEPL facility and shall include both classroom sessions and On-the-Job Training (OJT).
- 1.3 Classroom sessions shall take place on the AGEPL facility, while OJT shall be conducted at designated Chai Point stores.
- 1.4 During the OJT, students will wear uniform / smart casuals and Chai Point will provide them with Apron and Cap.



2. Course Content and Ownership

2.1 The course content shall be jointly curated by AGEPL and Chai Point to ensure a good blend of academic knowledge and industry practices.

2.2 The course content pertaining to the Course shall be jointly owned by AGEPL and Chai Point.

2.3 Both parties agree to sign a separate Non-Disclosure Agreement (NDA) and not to divulge or share the content with any third party without the written permission of the other party.

2.4 Duration and Timing of the Course

The duration and timing of the course shall be mutually agreed upon by both parties and specified in a written schedule annexed to this Agreement. Any changes to the agreed schedule must be communicated and approved in writing by both parties.

3. Student Recruitment and Eligibility

3.1 AGEPL shall be responsible for recruiting students based on the criteria agreed upon with Chai Point. Chai Point will be reviewing the applications / applicants before AGEPL confirms the admission.

3.2 Chai Point has a requirement of a minimum of 400 students to be successfully trained annually by AGEPL.

3.2 The minimum eligibility criteria for students shall be 12th pass / Diploma / Graduate in any stream.

3.3 Chai Point may refer eligible students to AGEPL for enrolment in the Course.

4. Fees and Payment

4.1 The fees for the Course shall be agreed upon between AGEPL and the enrolled students.

4.2 Chai Point shall not enforce any fee from the students or AGEPL for the internship or OJT component of the Course.

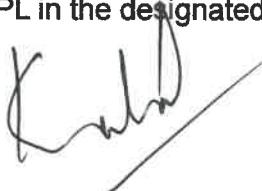
4.3 Chai Point shall not enforce any payment from the students during the training period.

5. Training and Assessment

5.1 AGEPL shall conduct the classroom and practical sessions at its facility.

5.2 Chai Point shall provide OJT at its designated stores.

5.3 Chai Point shall train the faculties of AGEPL in the designated stores as required.



5.4 Upon completion of the Course, students shall undergo the final assessment jointly conducted by AGEPL and Chai Point, based on which the certification will be awarded.

6. Employment Opportunity

6.1 Upon successful completion of the Course and assessment, Chai Point agrees to hire all successful students at any of their Retail outlets or VaaS (Vending as a Service) sites, wherever opportunities exist across the country, for an entry-level position.

6.2 The terms of employment shall be as per Chai Point's standard employment policies and procedures.

7. Certification

7.1 Students who successfully complete the Course and pass the assessment shall receive a certificate jointly issued by AGEPL and Chai Point.

8. Additional Collaboration

8.1 Chai Point agrees to have its senior leadership visit AGEPL for leadership talks / Sessions as and when needed.

9. Term and Renewal

9.1 The initial duration of this Agreement shall be for a period of 12 months from the date of signing.

9.2 This Agreement may be renewed upon mutual agreement of both parties - AGEPL and Chai Point.

10. Intellectual Property

10.1 Each party shall retain ownership of its pre-existing intellectual property.

10.2 Any intellectual property jointly developed during the Course shall be jointly owned by AGEPL and Chai Point, subject to the terms of the separate NDA.

11. Confidentiality

11.1 Both parties agree to maintain the confidentiality of all proprietary information shared during the course of this collaboration.

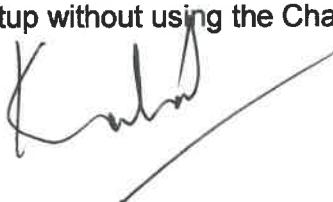
11.2 The parties shall execute a separate Non-Disclosure Agreement to govern the sharing and protection of confidential information.

12. Logo

12.1 Both the parties agree that either party can use other party's logo in their marketing and promotional communication including flyers, website, brochures, social media, etc.

13. Training Facility

13.1 Chai Point agrees to provide inputs on creating the necessary facilities for training the students at AGEPL, including cafeteria setup without using the Chai Point logo, to simulate the Chai Point outlets.



14. Termination

14.1 This Agreement may be terminated by either party with 60 days' written notice to the other party.

14.2 In the event of termination, both parties shall ensure that students currently enrolled in the Course are able to complete their training and assessment & they are hired by Chai Point.

15. Governing Law and Dispute Resolution

15.1 This Agreement shall be governed by and construed in accordance with the laws of India.

15.2 Any dispute arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bengaluru, and the language of arbitration shall be English.

16. Miscellaneous

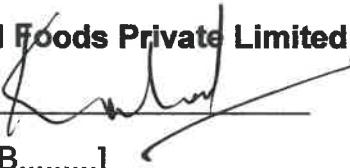
16.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements between the parties.

16.2 No amendment, alteration, or modification of this Agreement shall be valid unless it is made in writing and signed by both parties.

16.3 If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

For Mountain Trail Foods Private Limited (Chai Point)

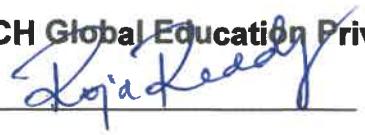
Signature: 

Name: [Kalappa K B.....]

Designation: [Chief People Officer]

Date: 25/10/2024

For AIMSENRICH Global Education Private Limited (AGEPL)

Signature: 

Name: Meka Roja Reddy

Designation: Director

Date: 25/10/2024