

# NOLAN EDUTECH PRIVATE LIMITED

259, 2nd Floor, 6th Cross, 2nd Main, Indiranagar, Bangalore, Karnataka, India, 560038

## **INCOME SHARE AGREEMENT**

This **Income Share Agreement** ("ISA" or "Agreement") is made and entered into on 02/10/2021 (date) by and between:

Kota Sai Krishna Reddy (Student name), having PAN Number BWZPR9374N and residing (current) at H No:1-5-1011/3, Bhoopathi Nagar,, Old Alwal, Secunderabad, Telangana - 500010 (India) (hereinafter referred to as the "**Student**", "**Trainee**", "**You**", or "**Your**", and which expression shall mean and includes the legal heirs, executors and administrators of the student) of the ONE PART;

Kota Narmada Reddy (PARENT / SPOUSE / GUARDIAN), having PAN Number BWZPR9375P and residing (current) at H no:1-5-1011/3, Bhoopathi Nagar, Old Alwal, Secunderabad, Telangana - 500010 (India) (hereinafter referred to as the "**Parent**", and which expression shall mean and includes the legal heirs, executors and administrators) of the SECOND PART

AND

Nolan Edutech Private Limited, a company incorporated under the Companies Act 2013 and having its registered office at Instaoffice Business Solutions Pvt. 259, 2nd Floor, 6th Cross, 2nd Main, Indiranagar, Bangalore, Karnataka - 560038, India (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 THIRD PART.

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE TRAINING PROVIDED BY NOLAN EDUTECH PRIVATE LIMITED, YOU WILL PAY A PORTION OF YOUR EARNED INCOME TO THE NBFC / COMPANY IN ACCORDANCE WITH THE TERMS AND CONDITION OF THIS AGREEMENT AND THE LOAN AGREEMENT. THIS AGREEMENT IS NOT A LOAN AGREEMENT. THE AMOUNT YOU MUST PAY UNDER THIS AGREEMENT AND THE LOAN AGREEMENT SHALL NOT EXCEED THE PAYMENT CAP (HEREINAFTER DEFINED). YOUR PAYMENT OBLIGATION IS CONTINGENT ON AND SHALL COMMENCE ONCE YOUR EARNED INCOME EXCEEDS THE THRESHOLD AMOUNT.

### **WHEREAS:**

- A.** The Company is engaged in the business of training students in relation to software development by offering various courses; and
- B.** You have agreed to enroll with the Company for availing the Training on the terms and conditions as stated in this Agreement.

**In consideration of the Training provided 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** "Approved Bank Account" means a bank account established by You with the NBFC.
- 1.2** "Code of Conduct" shall mean the code of conduct of the Company as executed between the Student and the Company.
- 1.3** "Credit Score" shall mean your credit score as generated by the Company from such a credit information company as determined by the Company.

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**1.4** "Course Commencement Date" shall mean **4th January 2021**.

**1.5** "Course Completion Date" shall mean **July 2021**

**1.6** "Course Fee" shall mean an amount of **Rs. 3,00,000 (Rupees Three Lakh only (inclusive of GST))** payable by You to the Company / NBFC in consideration for the Training provided to You by the Company.

**1.7** "Earned Income" means Your total wages, compensation, and gross income from employment or pursuant to self-employment in the field of Software, Data Science, Cyber Security, Information Technology reported or required to be reported on an income tax return. 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 related party. At its 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 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 binding on You.

**1.8** "Employer" means any person or organization for which You provide services, either as an employee or as an independent contractor or in any other manner whatsoever.

**1.9** "Graduation Date" / "Graduation" shall mean the date on which You have completed and passed all curriculum-related assessments either listed in the Course or as personally assigned to You by career coaches of the Company and a certificate of graduation from the Course is issued to You by the Company.

**1.10** "Income Share" refers to a fixed percentage of Your Earned Income. Your Income Share under this Agreement is 15.00% (fifteen percent) of the Earned Income + GST as applicable, subject to adjustment for underreporting or overreporting of Earned Income, as described herein.

**1.11** "Loan Agreement" shall mean the loan agreement and all other documents stipulated by the NBFC and to be executed between You and the NBFC.

**1.12** "Masai" refers to a product of Nolan Edutech Private Limited.

**1.13** "Monthly Payment" means the amount of Your Income Share times Your Earned Income.

**1.14** "NBFC" shall mean Avanse Financial Services Limited or Eduvanz Financing Private Limited or such other financial institution with which You will be executing a Loan Agreement.

**1.15** "Payment Cap" equals Rs. 3,00,000 (Rupees Three Lakhs only, inclusive of GST).

**1.16** "Payment Term" refers to the period commencing upon Your Earned Income exceeding the Threshold Amount and during which period You have an obligation to make Monthly Payments to the NBFC, as provided under this Agreement and the Loan Agreement.

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

**1.18** "Prepayment Amount" means payment or payments made by You to the NBFC that will extinguish Your obligations under this Agreement and the Loan Agreement prior to the end of the Payment Term. Prepayment Amount equals the Payment Cap less any Monthly Payments already made under this Agreement and the Loan Agreement, plus any outstanding fees or other amounts that You may owe Company and/or the NBFC under this Agreement or the Loan Agreement.

**1.19** "Threshold Amount" equals Rs. 41,666 (Rupees Forty-One Thousand Six Hundred and Sixty-Six only) (Gross Income/ CTC), per month which is equivalent to Rs. 5,00,000 (Five Lakhs) annually (CTC).

**1.20** "Training" / "Course" means the [software development course] offered by the Company to You.

## 2. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT

**2.1** The company agrees to provide You with the Training, subject to the terms and conditions of this Agreement.

**2.2** In consideration of the Company providing You the Training, You agree to pay to the NBFC pursuant to the Loan Agreement (a) a total of 36 (thirty-six) continuous Monthly Payments commencing from the month in which Your Earned Income exceeds the Threshold Amount i.e. equal to or more than Rs. 41,666 (Rupees Forty-One Thousand Six Hundred and Sixty-Six only) (Gross Income/ CTC) per month which is equivalent to Rs. 5,00,000 (Five Lakhs) annually (CTC); or (b) until the amounts repaid by You to the NBFC reaches the Payment Cap, whichever occurs first ("Payment Satisfaction"). It is clarified that if You do not make payment of the Monthly Payments for any month after Your Earned Income exceeds the Threshold Amount, then the period of 36 (thirty-six) months as set out in point (a) above shall be extended by such number of months in which You did not make payment of the Monthly Payment. It is clarified that Your obligation to pay will commence even if You get a job independently and not only through the placement process of the Company.

**2.3** If Your Credit Score (CIBIL score) is below 650 (Six Hundred and Fifty) or such number as determined by the Company at any time up to the Course Completion Date, You will not have the option to make payments in the manner as set out in Clause 2.2 above but You will have to make payment of the entire Course Fee within a period of 15 (fifteen) days from the Course Completion Date. Determination by the Company of your Credit Score shall be binding on you. The Company has the final say whether the student with a credit score below 650 will be allowed to continue in the Course.

**2.4** This Agreement shall be valid for a period of 48 (forty-eight) months from the Graduation Date.

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## 3. COMPANY AS PROCESSING AGENT

You hereby consent to Company managing and processing all aspects of this Agreement and the Loan 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 cooperate with all requests made by the Company / NBFC with respect to Your compliance with terms and conditions of this Agreement / Loan Agreement, including by providing information, documents, and authorizations, as requested from time to time.

## 4. OBLIGATIONS OF THE STUDENTS

### 4.1 Loan Agreement

4.1.1 Upon successfully clearing Unit 1 of the Course i.e., 4 weeks from the Course Commencement Date, our assigned NBFC partner will approve you a zero-interest loan equal to the Course Fee which is to be paid by You in the manner as set out in this Agreement and the Loan Agreement. You shall execute with the NBFC the Loan Agreement and all other documents as required by the NBFC in the form and format as stipulated by the NBFC and the terms of such Loan Agreement shall be binding and enforceable against You. Such Loan Agreement and all other documents as required by the NBFC are to be signed on completion of Unit 1 i.e., after the expiry of 4 weeks from the Course Commencement Date. If You do not execute the Loan Agreement and all the other documents as required by the NBFC within 7 (seven) days from the completion of Unit 1 i.e., after the expiry of 4 weeks from the Course Commencement Date, the Company reserves the right to forthwith terminate this Agreement and You shall stand expelled from the Course without any further recourse. You further agree to register in favor of the Company and the NBFC a NACH mandate for the amounts payable by You under the Loan Agreement and this Agreement. You agree that the Loan Agreement will be signed by You in the format as stipulated by the NBFC.

4.1.2 Upon receiving your offer letter/employment agreement and/or Your Earned Income exceeding the Threshold Amount, i.e., equals Rs. 41,666 (Rupees Forty-One Thousand Six Hundred and Sixty-Six only) (Gross Income), which is equivalent to Rs. 5,00,000 (Five Lakhs) annually (CTC), You agree to pay to the NBFC the Monthly Payments in the manner as set out in this Agreement and in the Loan Agreement.

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 Filing of Income-Tax Returns

4.2.1 For the assessment year in which Your Payment Term begins through 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, and to timely file any state or local tax returns by the applicable

due date. You agree to perform any similar requirements or procedures for any other country's taxing authority, as applicable.

4.2.2 You shall submit to the Company, on or before the 10 August of every calendar year, the proof of filing of the income tax returns as set out in Clause 4.2.1 above till such time as an amount equal to the Payment Cap has been repaid.

4.2.3 If You fail to file the income tax returns as set out in Clause 4.2.1 above and to submit to the Company the proof of filing of the income tax returns in the manner as set out in Clause 4.2.2 above, the Company shall be entitled to pursue legal proceedings and the Company shall also be entitled to enforce the NACH Mandate registered by you in favor of the NBFC / Company and thereby transfer the amounts payable by You from your bank account to the bank account of the Company / NBFC.

### **4.3 Information Obligations of the Student**

4.3.1 You shall provide to the Company and/or the NBFC, Your salary slips as provided by the Employer or such other proof of payment as required by the Company on a quarterly basis either through the Masai Platform or by emailing the same to such email address as designated by the Company and/or the NBFC.

4.3.2 If You fail to provide the salary slips or such other proof of payment as required by the Company and/or the NBFC for one calendar quarter, the Company shall issue You a request calling upon you to provide the salary slips or such other proof of payment as required by the Company and/or the NBFC.

4.3.3 If, however, You fail to provide the salary slips or such other proof of payment as required by the Company and/or the NBFC for two consecutive quarters, the NBFC / Company shall be entitled to take necessary for the recovery of the amount due and payable by You to the NBFC under the Loan Agreement including but not limited to the invocation of legal proceeding and taking such further steps as set out in the Loan Agreement and the Company / NBFC shall also be entitled to enforce the NACH Mandate registered by you in favor of the NBFC / Company and thereby transfer the amounts payable by You from Your bank account to the bank account of the Company / NBFC.

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

### **4.4 Your Obligations in Relation to Securing a Job Offer**

4.4.1 For the Company to assist You to secure a job for You, You must have completed and passed all career development tasks either listed in the Course/curriculum in the order they appear in the Course or as personally assigned to you by career coaches of the Company and shall have completed your Graduation. It is clarified that if You do not complete and pass the Graduation, You will not be eligible to appear for placement through the placement services of the Company.

4.4.2 You agree and undertake to make the best efforts to secure a job in the field of software development and information technology including by way of making applications to the concerned companies. You agree and undertake that You shall not be dependent solely on 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.

**4.4.3 You hereby agree that:**

- a) You agree to accept job offers and to relocate for the purposes of a job secured either through the placement related services of the Company or through your own efforts to any of the "Metropolitan Areas" and which shall include: Bangalore, Hyderabad, Pune, Mumbai, Delhi-NCR, and Chennai and such other cities as prescribed by the Company from time to time.
- b) You shall be active in Your job search and apply for a minimum of 2 qualifying positions in the Metropolitan Areas (i.e. Bangalore, Hyderabad, Pune, Mumbai, Delhi-NCR, and Chennai and such other cities as prescribed by the Company from time to time) per week, in accordance with the best practices prescribed by the placement team of the Company.
- c) You should actively take guidance from Your mentor from the Company and from the placement services team of the Company and You shall be bound to follow their recommendations including in making applications for such jobs that are appropriate for You as decided by the Company.
- d) When making applications for a job, You should apply for roles that are suited to Your level of experience and areas of expertise and as will be determined by the Company and You shall also maintain realistic expectations about the nature and kind of job that You are likely to be offered in the domain of web development or android development considering the level of Your experience and expertise.
- e) You must provide the placement team of the Company with a weekly summary of applications that You have made for securing a job and all other related activities and efforts were undertaken by You for securing a job and shall also provide such further information as required by the representatives of the Company within a period of 3 (three) days from the representatives of the Company requesting for any information.
- f) You must respond to placement related communications from representatives of the Company within 72 hours.
- g) You must always act reasonably and take all necessary efforts in good faith efforts to secure a job.

**4.5 Payment of the Course Fees**

Upon the occurrence of the events as set out in this Clause, You shall pay to the Company, the entire Course Fee within the timelines as set out in this Clause:

4.5.1 If You secure a job that is not related to software development, information technology within a period of 6 (six) months from the Course Completion Date.

4.5.2 If the Company procures an offer for You from an Employer for an amount of more than the Threshold Amount and if You reject the said offer and if You are not able to secure a job in the following 45 (forty-five) days for an amount of more than

the Threshold Amount.

4.5.3 If You decide not to accept any job offers in the field of software development or information technology, data science, cybersecurity, information technology, which are offered to You pursuant to the placement offers procured by the Company or the offers received by You from any companies within a period of 6 (six) months from the Course Completion Date.

4.5.4 If You do not attend the interviews for the placements offered by the Company for a period of 2 (two) months from the Course Completion Date.

4.5.5 If You decide to pursue any education program or any advanced course in any field within a period of 6 (six) months from the Course Completion Date.

4.5.6 You accept a role that is outside of the field of software, data science, cybersecurity, information technology before 1 (one) year from the Course Completion Date.

4.5.7 You do not put sufficient and consistent effort into securing a job and as more particularly set out in 4.4.3.

4.5.8 You refuse to accept or upon acceptance if You do not continue with a job that is offered to You or taken up by You, for any reason whatsoever, in one of the metropolitan areas which include: Bangalore, Hyderabad, Pune, Mumbai, Delhi-NCR, and Chennai.

4.5.9 You do not communicate with the placement team of the Company consistently throughout Your search for a job and do not notify/inform the Company of any of the offers that You have received.

4.5.10 You do not follow through with the interview process in a timely and professional manner, including but not limited to, not participating as expected by the employer in the interview process by providing responses to employer communications, not showing up on time for interviews and not providing documents or not following up as expected by employers.

4.5.11 You do not apply for jobs that are suitable for your background or experience as discussed in Your calls with Masai School's career services team.

4.5.12 You are in breach of your obligations as set out in Clause 4.4.3.

4.5.13 In case of 4.5.1, the Course Fee shall be payable within a period of 15 (fifteen) days from the expiry of the period of 6 (six) months from the Course Completion Date.

4.5.14 In the case of Clause 4.5.2, the Course Fee shall be payable within a period of 45 (forty-five) days from the date of an offer is made to You by an Employer.

4.5.15 In case of Clause 4.5.4 above, the said Course Fee shall be payable within a period of 15 (fifteen) days from expiry of the period of 2 (two) months from the Course Completion Date.

4.5.16 In the case of Clause 4.5.3. and Clause 4.5.5, the Course Fee shall be payable within a period of 15 (fifteen) days from the expiry of the period of 15 (fifteen) days from the Course Completion Date.

4.5.17 In case of clause 4.5.7 to clause 4.5.12, the Course Fee shall be payable within a period of 15 (fifteen) days from the Course Completion Date.

4.5.18 If the Course Fee is not paid in the manner as set out in Clause 4.5, then the

NBFC / Company shall be entitled to take necessary steps for recovery of the amount due and payable by You to the NBFC under the Loan Agreement including but not limited to the invocation of legal proceeding and taking such further steps as set out in the Loan Agreement. The Company / NBFC shall also be entitled to sweep from Your designated bank account the amounts payable by You to the Company / NBFC pursuant to the NACH mandate in favor of the Company / NBFC pursuant to this Agreement and the Loan Agreement.

4.6 You will be bound by the Code of Conduct of the Company.

## 5. MAKING PAYMENTS FROM EARNED INCOME

5.1 Once Your 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, exceeds the Threshold Amount at any time during a period of 4 (four) years from the Course Completion Date, the Payment Term will commence and You shall be liable to pay to the NBFC the Monthly Payments our such other payments as may be provided for in the Loan Agreement. Such payment to the NBFC shall be made on or before such day of each calendar month as stipulated in the Loan Agreement ("Payment Due-Date").

5.2 Once Your Earned Income exceeds the Threshold Amount, You will be liable to pay to the NBFC the Monthly Payment for a continuous period of 36 (thirty-six) months.

5.3 In the event of the termination of Your employment or if Your income falls below the Threshold Amount i.e., Rs. 41,666 (Rupees Forty-One Thousand Six Hundred and Sixty-Six only) per month, Your obligations to make the Monthly Payments to the NBFC from your own income shall cease temporarily till the time your Earned Income exceeds the Threshold Amount.

5.4 In the event of your Earned Income falling below the Threshold Amount as set out in Clause 5.3, You can apply to the Company to lend you such amount which is equal to the amount payable by You to the NBFC by way of Monthly Payments ("**Contingency Amount**"). The Contingency Amount shall be utilized by You only for payment of the Monthly Payment to the NBFC pursuant to this Agreement and the Loan Agreement and for no other purpose. You shall issue to the Company post-dated cheques for each month in which the Contingency Amount is lent to You by the Company. The Contingency Amount shall be repaid by You to the Company after your Monthly Payments to the NBFC have been completed. You shall provide to the Company your termination letter evidencing termination of Your employment or shall provide to the Company proof that you received a pay-cut as a result of which Your Earned Income is below the Threshold Amount. You agree to execute with the Company such documents as may be stipulated by the Company in relation to the Contingency Amount.

5.5 If your employment is terminated, the Company shall, on a best effort basis, attempt to secure You a new employment. It is however clarified that there should be no obligation on the Company to secure a new employment offer for You. The provisions of Clause 4.4.3 shall be applicable to You in such case and You shall also be bound by all the placement related



guidelines stipulated by the Company.

5.6 Default in payment of the Monthly Payments – in the event of a delay in making payment of the Monthly Payment, of more than 30 (thirty) days beyond the Payment Due Date ("Payment Default"), the Company and/or the NBFC shall be entitled to initiate legal actions for recovery of the amounts due and payable to the Company and /or the NBFC. Further, on account of Payment Default, You will be liable to pay such additional amounts and/or default charges as set out in the Loan Agreement. The NBFC / Company may, at its discretion, initiate appropriate legal proceedings for recovery of the amounts due and payable under the Loan Agreement and this Agreement. The NBFC / Company shall also be entitled to sweep from your designated bank account the amounts payable by You to the NBFC pursuant to the NACH mandate in favor of the NBFC pursuant to the Loan Agreement.

## **6. The obligation of the Student in Event of Withdrawal from Course Training**

For the purpose of this Clause, "Unit" shall mean each period of 5 weeks from the Course Commencement Date based on the Master Based Programme of the Company and which Unit will be deemed to be completed by You upon satisfaction of the evaluation criteria as set out for the said Unit. If You do not complete the Units as set out below and if You decide to opt-out from the Course, then the consequence as set out below will follow and the amounts as set out in this Clause will be payable by You to the Company:

6.1 If you do not complete Unit 1 and if you decide to drop out / withdraw from the Course, then no ISA fees will be payable by You, and this Agreement shall stand terminated.

6.2 If You decide to drop off / Withdraw anytime during Unit 2 to Unit 4 of the Course, You shall pay to the Company an amount of Rs. 50,000 (Rupees Fifty Thousand only) within a period of 15 (fifteen) days from the date on which You decide to opt-out of the Course. If You fail to make payment of the said amount of Rs. 50,000 (Rupees Fifty Thousand only), the Company along with NBFC shall be entitled to initiate legal actions for recovery of the amounts due and payable to the Company and /or the NBFC. The Company / NBFC shall also be entitled to sweep from your designated bank account the said amount of Rs. 50,000 (Rupees Fifty Thousand only) pursuant to the NACH mandate registered by you in favor of the Company / NBFC.

6.3 Unit 5 onwards if you decide to drop out / withdraw even if You do not complete the Course, You shall pay to the Company the entire Course Fee i.e., Rs. 3,00,000 (Rupees Three Lakhs) including GST within a period of 15 (fifteen) days from the date on which you decide to opt-out from the Course. If You fail to make payment of the Course Fee, the NBFC shall be entitled to initiate legal actions for recovery of the amounts due and payable to the NBFC. The NBFC shall also be entitled to sweep from your designated bank account the said amount of Rs. Rs. 3,00,000 (Rupees Three Lakhs) pursuant to the NACH mandate registered by You in favor of the NBFC.

6.4 If You are expelled from the Course on account of breach of the Code of Conduct then based

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7. Reporting of all Earned Income - Upon completion of Your Training and throughout the Payment Term, You agree to use the Masai Platform to communicate: (i) Your Earned Income (ii) all employment positions You accept including, if requested, a description of the business and products or services provided by each Employer and the nature of Your position with each Employer; (iii) Your projected annual gross Earned Income; and (iv) any changes in employment. You further agree during the Payment Term to update through the Masai Platform any changes in Your Earned Income within thirty (30) days of any event giving rise to such change. You further agree to provide to the NBFC such information as may be required by the NBFC from You from time to time.

8. Approved Bank Account - Set Up and Maintenance of Approved Bank Account. You agree that, prior to receiving any Earned Income, You will establish a bank account with a bank designated by the NBFC ("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 and the NBFC prior notice of the requested change and such details for the proposed replacement account as the Company and the NBFC may reasonably request.

9. Deposit of all Earned Income into Approved Bank Account- 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. Survival of Obligations- Expiration of the Payment Term only terminates Your obligation to make Monthly Payments from Earned Income. However, it does not terminate this ISA or any continuing obligations You may have to the Company to this Agreement, including but not limited to the obligation to make an additional payment if the Company determines that You underreported Your Earned Income.

## 11. RECONCILIATION

From time to time during the Payment Term, and for a period of one (1) year following the end of the calendar year in which the Payment Term expires, Company and/or NBFC 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 and/or NBFC has properly calculated the Monthly Payments due and payable under this Agreement ("Reconciliation"). You agree to cooperate with the Company and/or NBFC in the Reconciliation process.

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12. Confirmation of Earned Income and Employment- To permit the Company to perform Reconciliation, You agree that You shall, within thirty (30) days of a request by the Company and/or NBFC provide the Company and/or NBFC 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 / NBFC all forms of cash and non-cash 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 and/or NBFC for the purpose of performing the Reconciliation.

13. Underreported Earned Income - If at any time during the Payment Term or pursuant to Reconciliation, whether intentionally or unintentionally, You under-report Your Earned Income, resulting in a lower amount of Monthly Payment being made to the NBFC / Company, Company will have the right to revise the Monthly Payment, in its discretion, by (A) increasing Your Income Share for Monthly Payments payable to the Company and/or NBFC for each subsequent month, to a maximum of 1.5X of Earned Income; or (B) adding a fixed monthly underpayment fee which shall not exceed Rs. 7,500 per month ("Underpayment Fee"), until such time as the discrepancy has been corrected.

Alternatively, if a Reconciliation shows that You underreported Your Earned Income at any time during the Payment Term so that You made one or lower Monthly Payments than Company and/or NBFC is entitled to receive under this Agreement or the Loan Agreement, Company and/or NBFC shall give You notice within 15 (fifteen) days of completion of the Reconciliation of the amount of the underpayment and reasonable documentation of the underpayment calculation. You agree to pay the Company and/or the NBFC the aggregate amount of the underpayment within sixty (60) days of receiving such notice. The Company / NBFC shall also be entitled to sweep from your designated bank account the amounts payable by You pursuant to this Clause pursuant to the NACH mandate registered by You in favor of the Company / NBFC.

### **14. CAP ON PAYMENTS; PREPAYMENT AMOUNT**

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

14.2 Prepayment Amount - You may at any time pay in full Your obligation to the NBFC / Company by paying an amount equal to the Prepayment Amount.

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## 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 Earned Income and to continue paying Your Income Share of Earned Income during the Payment Terms. 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– We will waive what You owe 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 a condition that began or deteriorated after the Effective Date.

15.3 Upon your Graduation (i.e., when a graduation certificate is issued to you by the Company) and if you fail to secure employment or pursuant to self-employment in the field of Software, Data Science, Cyber Security, Information Technology for a period of 1 (one) year from the Graduation Date, Your Income Share Agreement will be waived and terminated, subject to adhering to placement terms and conditions as set out in clause 4.4.3 and such other terms and conditions as stipulated by the Company from time to time.

## 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 the Company / NBFC by making Monthly Payments or the Course Fee payment 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 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 Payment 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 (including any assignee of Company) and that such information or documentation shall be true, complete, and accurate;

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 fulfill all Your payment obligations under this Agreement and the Loan Agreement.

## 17. TERM

17.1 This Agreement shall be effective from the Execution Date and shall be valid and binding till an amount equal to the Payment Cap has been repaid by You in the manner as set out in this Agreement and till all your obligations under the Loan Agreement have been completed.

17.2 You shall not be entitled to terminate this Agreement.

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## 18. BREACH AND REMEDIES

18.1 Remedies upon Breach – Upon breach by You of this Agreement or the Loan Agreement, 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 and/or the NBFC to garnish wages or set off any tax refund and to sweep from your designated bank account the amounts payable by You to the Company and/or the NBFC pursuant to the NACH mandate registered by You in favor of the Company and/or the NBFC); or (iii) utilize any combination of these remedies. You agree to pay the Company's and/or the NBFCs 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 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 Course, the Company will make available to You various course materials including by way of the online course, assessment material, study modules, and various other information/documents ("Confidential Information"). You agree to treat as confidential the Confidential Information and shall not during the duration of the Course and for a period of 5 (five) years from the Course 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 acknowledge and agree that this Agreement is entered into voluntarily and as an arms-length transaction. You further acknowledge and agrees with each of the following: (i) that You are of legal age to execute this Agreement; (ii) that You have had the opportunity to read this Agreement and to review its terms and conditions with Your legal and financial advisors of Your choosing; (iii) that Company is not an agent or fiduciary or advisor acting for Your benefit or in Your favor in connection with the execution of this Agreement; (iv) that Company has not provided You 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 You that are not expressly set forth in writing in this Agreement. You understand that, by entering into this Agreement, You are irrevocably agreeing to share a fixed portion of Your future Earned Income in consideration of receiving the Training / Course, in accordance with the terms and conditions of this Agreement and the Loan Agreement.

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

Student Signature	Parent Signature	For NOLAN EDUTECH PVT LTD
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## **STUDENT CODE OF CONDUCT AT MASAI SCHOOL**

### **Student Code of Conduct: Rules and Regulations:**

- This Student Code of Conduct ("**Code**") sets out the standards of conduct required from all students of Masai School ("**School**"). The Code along with the Income Sharing Agreement ("**ISA**") and along with the Loan Agreement with the NBFC designated by the School and the NACH mandate registered by the Student in favor of the School and the NBFC designated by the School, constitutes the entire agreement between the School and the Student. It holds individual students and groups of students responsible for the consequences of their actions. Failure to fulfill these responsibilities may result in the withdrawal of privileges or the imposition of sanctions including but not limited to termination from the course, ban from sitting for demo days and placements, etc.
- The School reserves the right, in its sole discretion, to modify or replace all or any part of the Code at any time by notifying the students. The Code of Conduct, along with any other document relating to the code of conduct of the School as published by the School shall be applicable and binding in relation to the behavior of the Students that is in-person, written, or conducted online.
- 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, the School shall be entitled to expel such Students from the course. In such case, depending on the Units that you have completed the consequences as set out in the ISA shall apply. The determination by the School that the Student is in breach of the terms of this Code of Conduct shall be final and binding on the Student.
- During the course, the Student will make progress as per the Mastery-Based Progression. Further, each Student will be classified in such batch as determined by the School (depending on Your performance). School will be defining a course path for each Student based on their learning curve.

At Masai, we value an educational environment that respects the values of individual students and their personal and professional development. We strive to create and maintain an environment in which individuals are treated with dignity, decency, respect and to ensure that we provide to the Students the best learning experience. Masai prohibits unlawful discrimination against and harassment of staff, instructors, and students.

All policies including but not limited to the Code of Conduct may be enforceable for incidents that happen outside of Masai School that affect the Masai School community (i.e. personal social media pages, Facebook, and/or meet ups or any other events as determined by the School). With our program being all-online, in many different locations, powered by people and technology, we realize how much online interaction on any platform can be a part of the experience of Masai School.

The following criteria will be used to determine if an incident that happens outside of Masai networks will be considered an alleged violation of the Masai School's policies:



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- When the incident was recognized by others as being carried out by a Masai School student
- When the incident adversely impacted the mental, emotional, or physical health, safety, and/or security of Masai School community members (including the students, instructors and the staff of the School); and/or
- When the incident adversely impacted the mission and/or values of Masai School.

Examples of incidents that we would look into include, but are not limited to: harassment, discrimination, bullying, and threatening behavior. Of course, if you as a student are ever uncomfortable about an interaction, please let us know.

We do not actively seek out violations of the School policies or Code of Conduct. If someone brings concerning behavior to our attention, the discipline team will work to determine if the behavior may be a violation of the Code of Conduct or school's policies. If it is determined that there is an alleged violation, we will notify the Student(s) accused, meet with them, gather information about the incident(s), and work to prevent reoccurrence.

As with any alleged violation of this Code of Conduct or school policies, if we find that a Student is in breach of this Code of Conduct, we will take action, both to protect students involved and to continue to foster the learning environment for everyone. When deciding the appropriate action to take, we consider the severity of the incident, additional information (such as past behavioral history), and context we may have. Actions taken to prevent future occurrence may be educational in nature (such as a success plan) or may include actions including but not limited to suspending a Student or terminating the engagement of the Student with the School.

Important note: we encourage critical thought, discourse, and feedback from our students, and none of the above is to discourage criticism of the school itself, policies, or anything else. We value your feedback and welcome it anytime via [feedback@masaischool.com](mailto:feedback@masaischool.com), communication with your IA's, instructors, and others. We hold our student community to high standards and expect staff, instructors, and Students to engage with each other in a professional manner.

The Code of Conduct is set forth to give Students general notice of academic and non-academic prohibited conduct. Here at Masai, we are committed to Student Success. That focus drives everything we do. Besides providing a clear framework, the policies and procedures are designed to mirror expectations our students will see in a clear professional environment. Additionally, we want every Student at Masai to have a positive learning environment as possible – something we all play a role in.

The Code of Conduct should be read broadly and is not designed to define misconduct in exhaustive terms. The Code of Conduct is an overarching policy that also includes all published policies and procedures. All students are expected to know and abide by the Code of Conduct and all published policies and procedures.

In addition, we may from time to time publish announcements to Students – for example in the #announcements channel in Slack about topics related to the Code of Conduct.

## 1. Attendance, Punctuality & Leave of Absence:

Masai School expects each Student to actively participate in their course by attending all lectures, having an online presence during course hours, engaging with their instructor, IA's, and collaborating with other Students.

- For full-time programs, Students must follow a six-day working schedule from Monday to Saturday. Classes are scheduled from 9.00 am to 9.00 pm (Mon-Sat)

- For part-time programs, students must follow Mon to Thursday 7.00 pm -10.00 pm for (batch 1) or 9.00 pm to 12.00 am (batch 2 ) and in addition must attend 11.00 am to 2.00 pm on a Saturday / Sunday
- Students must have a minimum attendance of 90% during the course duration in order to sit for demo days and placements and strictly adhere to School timings.
- If a student proposes to take a leave the Student should, prior to taking such leave, inform the School by addressing an email to [discipline@masaischool.com](mailto:discipline@masaischool.com).
- In the case of absenteeism due to illness, students must present a medical certificate to the School.
- Leave of 2 (two) days or more may only be taken with the prior permission of the School by addressing an email to [discipline@masaischool.com](mailto:discipline@masaischool.com).
- In lieu of missing a significant number of classes, consequently being unable to catch up with the curriculum, the student may be asked to attend the next upcoming batch by clearing the admission process. The Student agrees that such admission for the next batch shall be at the sole discretion of the School.

## 2. Completion of Assignments, projects and coursework

Masai School expects Students to complete each and every assignment given as part of the course because the concepts learned in one assignment are a building block needed for future assignments. Even if a Student knows a concept, repetition solidifies the foundation of their knowledge. We encourage Students to reach for stretch goals and practice on their own. Students must have at least 80% assignment submission rates, if the completion rates are below 80% disciplinary action will be taken i.e., granting of warning to the Student, suspension of the Student, rustication of the Student from the Course.

## 3. Integrity – Policy on Unfair Means, Cheating, Forgery, Impersonation, etc.

Masai school expects students to maintain high standards of academic integrity. Breaches of academic integrity include, but are not limited to inappropriate collaboration, cheating, sharing solution code, plagiarism, copyright infringement, and inaccurate citations. Asking for help and researching online is a key part of learning; however, Students cannot use code they did not write. Do not shortcut education by cheating.

- Inappropriate Collaboration

Collaboration on assignments is prohibited unless explicitly permitted by your instructor, The goal of Masai School and your experience here is to learn the material to mastery. While we welcome both self-reliance and peer engagement, if a Student is caught inappropriately collaborating, a member of the Student, Curriculum team / Operation team will evaluate the situation. Based on findings, the Student may face disciplinary action, up to being withdrawn from Masai School.

- Cheating

Cheating can be a tricky subject in the world of collaboration and open source. For our purposes, we define cheating as:

- Using someone else's code and passing it off as your own (even if you understand it);
- Giving your solution code to a classmate to copy from; or
- Copying from classmates, instructors, or IA's solution code, unless otherwise advised.

Although you can google, read articles and documentation, and review code snippets and examples for help, you should be able to put all these assistance tools aside and write code from scratch – if you cannot do this, you do not understand the concept and you need to spend more time on it. If a student is caught cheating, a member of the

curriculum team / Student Operation team will evaluate the situation. Based on findings, the Student may face disciplinary action, up to being withdrawn from Masai School.

Determination by the instructors or IAs or through online proctoring by the School that the Student has cheated will be binding on the Student.

- **Sharing Code Solutions**

Masai projects and curriculum are the property of Masai school, any unauthorized sharing of project solution code within or outside of the Masai school community may result in dismissal from the program. Masai owns all code for Masai assigned projects, students own any code that they write for projects outside of the core Masai curriculum, even if these projects were written during their enrolment in Masai.

- **Plagiarism**

Plagiarism is a form of academic dishonesty that includes the wrongful appropriation of another's work, thoughts, ideas, or expression. If a student is caught plagiarizing, which can include copying code from instructors, other Students, outside sources, or generally submitting work that is not their own, a member of Student Success will evaluate the situation. Based on findings, the Student may face disciplinary action, up to being withdrawn from Masai School.

- Both the code receiver (copier) and code giver (enabler) will be subjected to a code of conduct under unfair means, cheating, forgery, impersonation.
- Upon rustication, we will update the GitHub, against your profile the student was asked to leave in lieu of the Code of Conduct.

#### **4. Respect and Professionalism**

- Masai School is fortunate to have Students, instructors, and staff from extremely diverse backgrounds. Contribute to creating a positive experience for everyone by being respectful in communication (sarcasm translates poorly via text and online chat), and keeping politics confined to the #politics channel in Slack. Students are expected to do their part to make Masai School a welcoming place to learn by encouraging their fellow Students, offering support, and listening to others. Masai School does not tolerate discriminatory, harassing, or insulting remarks to other students, instructors, staff, or anyone else, online or in-person; see the Non-Discrimination and Anti-Harassment policy below.
- Masai School is a professional environment. It is expected that Students act accordingly. Punctuality, timeliness, accountability, and open communication are crucial not only for a Student's success at Masai School but also in their careers afterward. The professional expectations Masai School requires of its Students are the same a Student's future employers will expect of them. Professionalism should be a theme that runs through a Student's work and interactions at Masai. This includes communication via Slack, Zoom, the content of a Student's work, and naming conventions. A good rule of thumb is: if a Student wouldn't do or say it in front of an employer or colleagues at their job, they shouldn't do it here at Masai School. Additionally, professionalism includes protecting the intellectual property of the School. That means Students respect copyright and ownership of others' materials and those of Masai School itself.
- Violations of the Code of Conduct may result in a warning, suspension or withdrawal from a Course. If a student is removed due to code of conduct violations, they cannot be readmitted to Masai School. If a student is suspended or withdrawn from a Course for Code of Conduct related violations, their Income Share Agreement will be treated as described in the income share agreement.

If a student thinks there is something that is preventing them from being successful, they should communicate with their instructor or IA's, or reach out directly to [feedback@masaischool.com](mailto:feedback@masaischool.com).

#### **5. Ask for help**

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If a student feels lost or is stuck on an assignment, it's their responsibility to reach out to their instructor and IA's for help. Others can only provide support if Students let them know. Students may not always be given the answer, but they will be provided with the tools to come up with the answer on their own. Students should use the following order in asking for help on technical problems/challenges and coursework:

1. First attempt to solve the problem. Do not ask for immediate help, this will hamper your problem-solving ability.
2. Reach out using the course's Slack help channel.
3. Reach out to the IA's for help.
4. Reach out to the instructor for help if still not resolved.

## **Disciplinary Measures that may be imposed under the Code include but are not limited to:**

- 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.
- A student may lose certain privileges including but not limited to removal from Slack or other such tools/ not being allowed to sit for demo day, code talkers, and placements services.
- Depending on the severity of the breach, the Student may be expelled from the course and the applicable provisions of the ISA will be enforceable.
- The policy formulated by the School pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 will be applicable to and binding on the Student

## **Undertakings by the student**

- I hereby undertake, if admitted, to attend live lectures (Minimum 90%) and to take all internal assessments, tasks, assignments, etc. in the School and if I fail to do so, I will be expelled from the ongoing course.
- I hereby acknowledge and accept that in the event of my expulsion from the course due to the breach of the Code of conduct the consequences as set out in the Income share agreement shall be applicable
- I hereby submit to the disciplinary jurisdiction of the authorities of the School and shall observe and abide by the rules made by them.
- All powers relating to discipline and disciplinary action in relation to the students of the School shall vest with the CTO & CEO of the School. The CEO & CTO may delegate all or any of his powers as he deems fit, to such other officers as he may nominate on that behalf.

I, Kota Sai Krishna Reddy (student) hereby state that I have read the above Code of Conduct and agree to abide by the rules, regulations, and policies as set out in this document and acknowledge that I am subject to all disciplinary procedures as noted above and as set out in this Code Of Conduct.

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Student Signature	Parent Signature	For NOLAN EDUTECH PVT LTD
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## **Mastery Based Progression**

Our Mastery-Based Progression curriculum has been designed after consultation with multiple educators, and a lot of research has gone into developing this model of teaching where a student learns and progresses in the curriculum only once they have mastered the topics (KO - Key Objectives) of a certain Sprint.

### **What is Mastery Based Progression (MBP)?**

- Traditionally, most education institutes treat all students in a particular class/batch/cohort (referred to as “group” going forward) the same. On the face of it, it may seem fair – to treat everyone equally – which would work quite well if the students were machines rather than humans! This model expects everyone in the group to learn at the same pace with the same level of interest. We believe there is no greater disservice in the field of education – where humans are treated like machines and society expects the outcome of that education to be a standard product! The reality could not be farther from the truth. The reason we see a wide variation in group performance is owing to this thought process.
- In a system based on Mastery Based Progression (referred to as “MBP” going forward), the group is accepted as a set of diverse individuals who may come with some common traits but also recognize their different educational backgrounds, life & work experiences and learning styles. It is quite common to see students get stuck, fall behind, give up & in extreme cases – drop out of the course 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 student to lose interest in addition to social embarrassment. The result is a student who is now trying to “pass” by rote memorization and doing the bare minimum for the passing.
- While assessments based on rubrics are a cornerstone for the MBP system as well – they serve the purpose of reinforcing the concepts, and to show the student & the instructor(s) how well understood are each of the concepts and 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 MBP diverges from the traditional model.
- If a student is unable to clear the assessment based on the rubrics, he is not failed and is 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. MBP 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 study.



## **Part A | How MBP works at Masai School – Through Async**

### **What is Async?**

At Masai School, we want students to feel confident in their skills and abilities every step of the way. That means mastering each set of objectives before moving on to the next. Async allows students to repeat content when they need to, taking the time to build a solid foundation and master the skills they need to move forward. Async puts students in the driver's seat of their learning – allowing a student to say, “I’ve got this, I am ready to move on” or “I haven’t yet mastered this content and I would like to repeat the unit.”

When we see that a student may need additional help with the content, we’ll proactively reach out to support the student. We have resources in place that can help students on their learning journey, including support hours and academic success planning. In addition, students can always reach out to us directly for support via Front Desk.

Based on the number of Sprints a student does not successfully complete, a student will fall into one of three:

#### **Async categories:**

1. Async not recommended;
2. Async optional but strongly recommended; or
3. Async required by an instructor.

It is clarified that Async is not applicable/available for Unit 1.

### **What does it mean to complete a Sprint?**

At Masai School, each Sprint is scored on a scale from 1–3, as follows:

- A '1' means that the student has not yet met the objectives for the Sprint Challenge, and therefore did not complete the Sprint Challenge. This indicates to us that the student may need more help to obtain mastery over the set of objectives in the sprint.
- A '2' means that the student met the objectives of the Sprint Challenge.
- A '3' means that the student went above and beyond the objectives on the Sprint Challenge and in their demonstration of mastery.

If a student has questions regarding how their score is obtained, they may reach out to the curriculum team.

### **What happens if a Student does not complete one or more Sprints in a unit?**

- When a student doesn't complete one Sprint within a unit, the student will receive a message from an IA (Instructional Associate) encouraging them to keep trying, offering tips and tricks, and sharing options for support hours.
- When a student doesn't complete two sprints in the unit, the student will receive a meeting request from an IA (Instructional Associate). In that meeting, the student and the IA (Instructional Associate) will discuss how the student is doing, explore pain points, share resources, and create a plan for academic success. The student and IA (Instructional Associate) may also start talking about Async as a potential option when the unit is complete. For students who do not complete two sprints within a unit, but who complete the other sprints and the unit assessment, Async would be recommended but optional; the decision on whether to Async would be ultimately up to the student. If a student does not complete two sprints within the unit for two units in a row, the student will meet/connect through video calls with an Instructor to discuss the technical pain points the student is facing. Based on that discussion, the Instructor will determine whether the student is ready to move on to the next unit, or if they will be required to Async when the unit is complete.
- When a student doesn't complete three sprints in the unit and/or doesn't complete the unit assessment, the student will meet with an Instructor to discuss the technical pain points the student is facing. Based on that discussion, the Instructor will determine whether the student is ready to move on to the next unit, or if they will be required to

Async when the unit is complete.

## FAQ

- Will Async be allowed for Unit 1?
  - No.
- Will Async still be on a unit basis?
  - No, from Unit-2 onwards, this will be on a Sprint Basis and Unit basis.
- Can I opt into Async even if I passed all of the sprints?
  - Yes, if you successfully completed all of the sprints, but feel like you do not have a solid grasp over the content and would like to Async, you may do so.
- Can I be required to Async? If so, by who?
  - Yes. If a student is unable to successfully complete any of the three content sprints in the unit and/or the unit assessment, the student will meet with an instructor. The instructor will determine if the student is ready to move forward or not and can require the student to Async.
- Can I/should I still attempt to resubmit my Sprint Challenge?
  - Yes! The goal is mastery over the content. If there is content that you need to work on, we encourage you to keep trying, keep practicing, and keep reaching out for support!
- What is expected of me if I want to Async and there is still a Sprint or two left in the unit?
  - You can Async Sprint if you wish if it is highly recommended by IA. Although, we believe that it is important that you continue to actively participate for the remainder of the unit. First, it helps with mastery when you repeat if you have seen and attempted the content before. Second, you will be able to identify the key areas that you need to hone in on and plan for when you Async. Finally, it builds good habits! Dropping off and/or not meeting expectations doesn't set you up for success the next time around.
  - Therefore, we require that all students continue to adhere to expectations on attendance, participation, and submission of module and sprint retros
  - Keep working hard and keep asking for support – it will help you in the long run!
- How many times am I able to Async the unit?
  - Students are able to Async unit Only one time.
- How many Unit Async are allowed in the entire duration of the batch?
  - Only one Unit Async is allowed per batch.



**Part B | Mastery Based Progression (consequences of not clearing)**

- If you do not clear the Unit 1 assessments and evaluation (at the end of the first 4 weeks) in the first attempt, you will be asked to discontinue the on-going batch with an option to re-apply for the next upcoming batch. Your registration fee will be refunded.
- However, if you do not clear the evaluations & assessment in the SECOND ATTEMPT for Unit 2 onwards, you will be asked to discontinue from the on-going batch with an option to re-apply for the next upcoming batch. The Student agrees that such admission for the next batch shall be at the sole discretion of the School.
- If you continue beyond Unit 1, ISA terms and agreement will be enforceable.

**Coding Assignments / Coding Projects Misconduct – Policy on Unfair means, Cheating, Forgery, Impersonation,**

- Misconduct is defined as a violation of the Masai School standards of course integrity and/or the Student Code of Conduct at Masai School, whether these violations are intentional or unintentional.
- Coding misconduct consists of cheating on coding assignments & projects, plagiarism on an assignment, or unauthorized collaborative work.
- Policy on Unfair means, Cheating, Forgery, Plagiarism, Impersonation, etc. during Coding Assignments / Coding Projects Disciplinary Measures that may be imposed under the Code of conduct.
- Both the code receiver (copier) and code giver (enabler) will be subjected to code of conduct under unfair means, cheating, forgery, impersonation.
- Upon rustication, we will update the GitHub, against your profile the student was asked to leave in lieu of the Code of Conduct.
- Your success is our success – we are a skill-building school and we prepare all our students to be industry-ready. We have implemented MBP in our previous batches and our program resulted in more success for our students who would have otherwise struggled to keep up, missed the concept/application, or even dropped out of the course.
- Note: Masai School is a very diverse and inclusive school, on a mission to find untapped or underutilized talent and skill them for most in-demand software jobs. All the structures and policies adopted and implemented at Masai School are in keeping with this objective.

**Undertakings by the student:**

- I hereby submit to the disciplinary jurisdiction of the authorities of the School and shall observe and abide by the rules made by them.
- All powers relating to MBP assessment actions and disciplinary actions in relation to the students of the School shall vest with the CTO & CEO of the School. The CEO & CTO may delegate all or any of his powers as he deems fit, to such other officers as he may nominate on that behalf.

I Kota Sai Krishna Reddy (student) hereby state that I have read the above MBP framework and Student Code of Conduct and agree to abide by the rules, regulations and policies as set out in this document and acknowledge that I am subject to all disciplinary procedures as noted above and as set out in the MBP document and in the Student Code of Conduct.

# NOLAN EDUTECH PRIVATE LIMITED

259, 2nd Floor, 6th Cross, 2nd Main, Indiranagar, Bangalore, Karnataka, India, 560038

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Student Signature	Parent Signature	For NOLAN EDUTECH PVT LTD
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