

**Learner Enrollment Agreement**

# OVERVIEW

This Enrollment Agreement is between Accelerated Learning Edutech Private Limited ‘**School Of Accelerated Learning**’ or ‘**The School**’ and you, ‘**The Learner**’.

# PREREQUISITE

School Of Accelerated Learning provides an intensive, Twenty weeks training program to The Learner in various skills related to software and web applications development and building (“**Product Engineering Program**”) and requires an assessment of The Learner as a prerequisite to admission into Product Engineering Program. Taking the assessment does not guarantee admission into Product Engineering Program. The assessment provides The Learner and School Of Accelerated Learning the opportunity to determine if Product Engineering Program is a good fit for all concerned. The different components of the assessment are described below:

Following the submission of a prospective student's application, a decision will be made on that applicant's technical aptitude and attitude fit.

If The Learner is admitted into Product Engineering Program, a non-refundable deposit for an amount of INR **7,000 + GST** (“**Upfront Tuition Fee**”)is due within one week of the issue of the letter of admission by the School of Accelerated Learning. If the assessment does not qualify The Learner for Product Engineering Program, The Learner shall not be required to pay the Tuition Fees (*As defined below*).

# TRAINING PROGRAM

School Of Accelerated Learning is committed to providing intensive training to The Learner, Monday through Friday, 8 hours per day during the training period.Product Engineering Program will consist of a combination of lectures, curated content (books, online resources, screencasts, and tutorials), exercises, challenges, games, code competitions and reviews. Training will be instructor led and learner driven. There is no requirement for after-hours work, but it is expected that because of the intense nature of Product Engineering Program, The Learner might need to study/work evenings and weekends. The training will include some physical exercises and challenges that are optional. The program as set out in this paragraph and undertaken in accordance with this Agreement shall be referred to as the “**Training Program**”.

The Learner and School Of Accelerated Learning understand and agree that The Learner is not an employee of, or service provider to, School Of Accelerated Learning in any respect, and is not eligible for wages, benefits or compensation of any kind in connection with Product Engineering Program or otherwise.

The “**Start Date**” of the program is defined as the first day when the classes for the program begin.

# TUITION

The Learner understands that the Upfront Tuition Fee is due within one week of the issue of the letter of admission by the School of Accelerated Learning. The balance of the full tuition i.e. **INR 83,000 + GST** (“**Balance Tuition Fees**”) should be deposited in a bank account designated by the School of Accelerated Learning, the Friday prior to the Start Date. The aggregate of the Upfront Tuition Fees and the Balance Tuition Fees shall be referred to as the “**Tuition Fees**”.

Where applicable, Tuition Fees may be reduced by specific tuition discounts.

**FINANCIAL SUPPORT**

# INCOME SHARING ARRANGEMENT

The School of Accelerated Learning offers funding in the form of an arrangement to certain eligible applicants who successfully secure admission to the Product Engineering Program. Under this arrangement, eligible applicants (determined at the sole discretion of the School Of Accelerated Learning) may be funded by the School Of Accelerated Learning under a contractual arrangement more specifically set out in **Schedule I** of this Agreement (“**IS Agreement**”) and need not pay the Tuition Fees in the manner set out above. The Learner who avails funding under the IS Agreement, shall execute the IS Agreement along with his/ her guardian (“**The Guardian**”),and he/she and The Guardian shall undertake their respective obligations set out in the IS Agreement, the form of which is set out in **Schedule I**, and The Learner agrees that in such cases, all the provisions of the IS Agreement shall be applicable to him/ her and The Guardian in the manner contemplated in under the IS Agreement.

In case of any inconsistency between the provisions of the Learner Enrollment Agreement and the IS Agreement, the provisions of the IS Agreement shall prevail over the Learner Enrollment Agreement.

# TEMPORARY SUSPENSION

School of Accelerated Learning reserves the right to temporarily suspend the training for The Learner.

Such a step may be taken if The Learner has not abided by the Code Of Conduct on more than two occasions, until any such time that The Learner Enrollment Agreement or the IS Agreement is not terminated.

Such Temporary Suspension does not change the Tuition liability of The Learner towards School of Accelerated Learning.

If The Learner continues to breach the Code Of Conduct during such time of Temporary Suspension, School of Accelerated Learning reserves the right to terminate the Learner Enrollment Agreement and the IS Agreement and hold The Learner responsible to pay the Tuition upto such amount that is unpaid.

# WITHDRAWAL

The Learner may withdraw from School Of Accelerated Learning at any time. Withdrawal requests must be submitted to admissions@soal.io and must indicate that The Learner intends to withdraw.

Refunds are determined in accordance with the Refund Policy stated below.

For the purpose of determining a refund under this section, The Learner shall be deemed to have withdrawn from a program of instruction when any of the following occurs:

1. The Learner notifies School Of Accelerated Learning by emailing admissions@soal.io of the intent to withdraw. The failure of the Learner to immediately notify School Of Accelerated Learning of their intent to withdraw may delay a refund of applicable Tuition Fees.
2. School Of Accelerated Learning terminates The Learner’s enrollment for failure to maintain satisfactory progress; failure to abide by the rules and regulations applicable to the Training Program; and/or absences in excess of maximum set forth by School of Accelerated Learning. 3) The Learner has failed to attend class for 4 days without prior approval.

The official termination date of enrollment shall be The Learner’s last day in the Training Program. The Learner(s) who withdraw due to an emergency, such as personal or family illness or national service, may be re-enrolled into another School Of Accelerated Learning cohort following approval by the Campus Director.

# REFUND POLICY

* Before the Start Date
  1. Refunds will be any amount paid over and above INR 7,000/
* Post the Start Date
  1. No refund will be provided once the Training Program has started and The Learner has attended one or more classes of the Training Program.

The payment of INR 7,000 and the Postdated cheque or e-NACH of INR 75,000 is refundable or will be returned only after the learner successfully gets placed and shares the joining letter with **School Of Accelerated Learning** post joining the employment.

School Of Accelerated Learning reserves the right to terminate and/or pause The Learner’s training at any time.

# CAREER SUPPORT SERVICE

As The Learner nears the completion of the Training Program, The Learner may opt into Career Services, which gives access to School Of Accelerated Learning's Career Coaches, employer partnerships and exclusive career events (“**Career Services**”). When The Learner opts into Career Services, they commit to participating in one week of structured professional development curriculum as per the instructions of the School of Accelerated Learning (“**Career Phase**”).

After Career Phase, The Learner has ongoing access to Career Services when navigating the job search. School Of Accelerated Learning does not guarantee The Learner will be employed in a particular job upon successfully completing the Training Program. Notwithstanding anything contained in this Agreement, any employment guarantee communication made by School of Accelerated Learning to The Learner shall be governed exclusively by the terms contained in that communication. We advise The Learner to plan for a job search that may last several months after The Learner’s anticipated date of completion of the Training Program. Every job search varies based on a number of factors, some of which are outside of The Learner’s control.

# CODE OF CONDUCT

The Learner is expected to follow the below mentioned points until the termination of this Agreement, the failure of which may give The School the discretion to terminate this Agreement.

1. The Learner is expected to remain active and responsive on ‘Slack’ from 10 AM - 10 PM until they accept a suitable offer from a company.

1. The Learner can take upto 24 hours to revert to communication from The School or a recruiting company which could include a specific question/request/placement related information directly involving them.

1. Furthermore, during the job application phase, it is in the best interests of The Learner to express interest in recruiting companies at their earliest possible convenience, given the varying hiring deadlines for each company.

1. The Learner must demonstrate commitment towards learning and growth through actions not restricted to asking for feedback when rejected/let go by recruiters, immediately incorporate feedback provided by The School team, etc.

1. The Learner must continuously practice the technical and soft skills developed during the course through activities not restricted to networking with professionals, adding projects to strengthen their portfolio, share professional anecdotes and views on Linkedin, interact with relevant communities on Stackoverflow/Reddit, etc.

1. The Learner must continuously self-review their technical and soft skills, in accordance with the parameters defined by the School, to identify gaps and improve themselves where needed.

1. The Learner must update all details related to their individual progress in the ‘SuitUp Phase’, portfolios and placement related details on The School’s chosen dashboards provided for the Learners regularly, within agreed-upon timelines.

1. For all companies that The Learner expresses interest in participating in the hiring process, assignments have to necessarily be submitted back to the recruiter as per the timeline agreed upon with the recruiters.

1. The Learner cannot abandon the interview rounds that follow or delay the interview rounds without prior approval from the recruiter

1. The Learner are forbidden from indulging in the following malpractices during the program as well as the hiring process
   1. Collaborating in groups to complete the task;
   2. Copying the codes from other individuals;
   3. Being prompted by friends, family, or any peers during assessments, reviews, online interviews

1. The Learner is strictly advised to not take any Leaves during the Recruitment Phase. The Learner is expected to maintain at least 90% attendance for any additional sessions recommended by The School’s. Any leaves throughout this phase must be pre-approved by The School.

1. It is mandatory for each The Learner to participate in all the recruitment drives and activities organized by The School till he/she is placed.

1. The Learner must compulsorily attend all the preparatory sessions that are conducted during the recruitment phase and before, during, and after the recruitment drives.

1. The Learner who is chosen as members of the Career Assistance team, after they choose to participate, must responsibly dispense the necessary duties during the recruitment drives as part of the job phase.

1. The School advises The Learner, who has availed the IS Agreement option, not to accept any job paying less than Minimum Salary (as defined in the IS Agreement) during the Grace Period (as defined in the IS Agreement). In case The Learner receives and wishes to accept an offer which pays a salary that falls below the Minimum Salary stated in the IS Agreement within the Grace Period, The Learner must sign a waiver that allows the Learner to join the said job and also pay The School as per the terms and conditions of the ISA.

1. The Learner must share the offer letters that they have received with The School prior to accepting the said offer from the organization they are placed in.

1. The School advises The Learner to agree to a joining date only upon considering the various logistics of joining the company. The Learner is expected to necessarily join the organization on the agreed date of joining according to the offer letter without delays. In the event that the learner is unable to join the organization on the stipulated date, he/she is expected to secure a written approval from the recruiter on postponing the joining.

1. The Learner is eligible for Lifetime Career Assistance only upon completion of 12 months in their first role after graduating from The School.

1. The Learner is eligible to become part-time catalysts at The School after completing eight months in their first role after graduating from The School.

1. In circumstances where The Learner is let off from the company within the first six months of joining the same due to various reasons such as lack of adequate performance, closing down of the tech division or the company, Career Assistance will be provided to The Learner at the discretion of The School.

# CURRICULUM LICENSE

The Learner understands and agrees that School Of Accelerated Learning is the sole owner of its curriculum and materials used for Product Engineering Program and provided to The Learner relating to Product Engineering Program, including all intellectual property rights therein (collectively “**School Of Accelerated Learning Materials**”). The School Of Accelerated Learning materials include, but are not limited to, all instructional materials that are part of Product Engineering Program, including all electronic downloads, presentation files, instructor materials, learner materials, online content, visual aids, videos, learner handouts, support materials, and other educational curriculum items. School Of Accelerated Learning grants The Learner a non-exclusive, revocable license to use the School Of Accelerated Learning Materials for academic, non-commercial purposes only related to The Learner’s participation in Product Engineering Program and only while enrolled in Product Engineering Program. School Of Accelerated Learning reserves the right to terminate this license at any time. The Learner agrees that the School Of Accelerated Learning Materials are confidential and proprietary to School Of Accelerated Learning and will not disclose them to any third party except to other Learners participating in Product Engineering Program. The Learner shall neither copy or distribute, nor permit a third party to copy or distribute, the School Of Accelerated Learning Materials during or after the term of this Enrollment Agreement. At the end of Product Engineering Program or upon termination of this license or Enrollment Agreement, The Learner will return all School Of Accelerated Learning Materials to School Of Accelerated Learning.

# HOLD HARMLESS

The Learner assumes full responsibility for his/her own physical and emotional health and abilities to participate in Product Engineering Program. The Learner understands and agrees that The Learner indemnifies and holds School Of Accelerated Learning or its officers, instructors, employees, or agents harmless from any and all damages or losses or potential claims for physical or emotional stress or injuries while The Learner is enrolled in Product Engineering Program. School Of Accelerated Learning is not responsible for any damage, loss, or theft of any of The Learner’s property while enrolled in Product Engineering Program.

# USE OF PUBLICLY AVAILABLE INFORMATION

In order to mirror the hiring environment for which School Of Accelerated Learning seeks to prepare The Learner, instructors and staff may avail themselves of information on The Learner that is already available publicly via social media, search engines, etc. to learn more about The Learner. Instructors and staff of School Of Accelerated Learning may do this in good faith in order to i) develop superior teaching approaches that are informed by The Learner's unique history and ii) assess how The Learner might be perceived by prospective employers.

# DISPUTE RESOLUTION

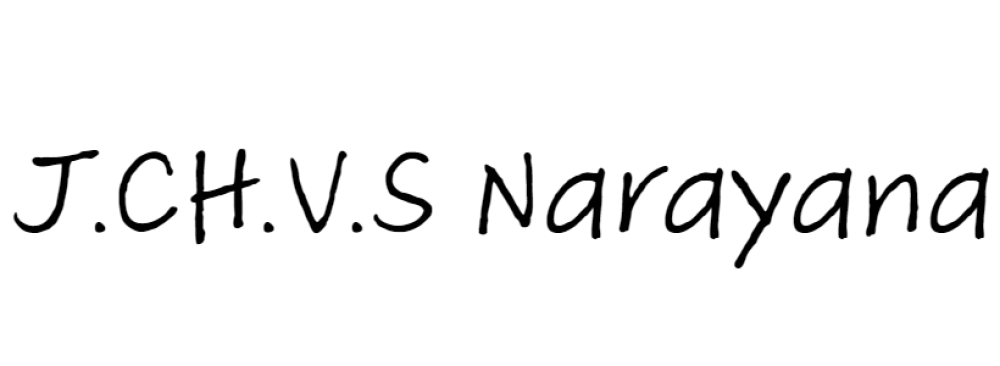
The laws of the State of Maharashtra, India shall govern this Enrollment Agreement.

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The Learner

JAJI CHIRANJEEVI VENKATA SURYA NARAYANA

Learner Signature

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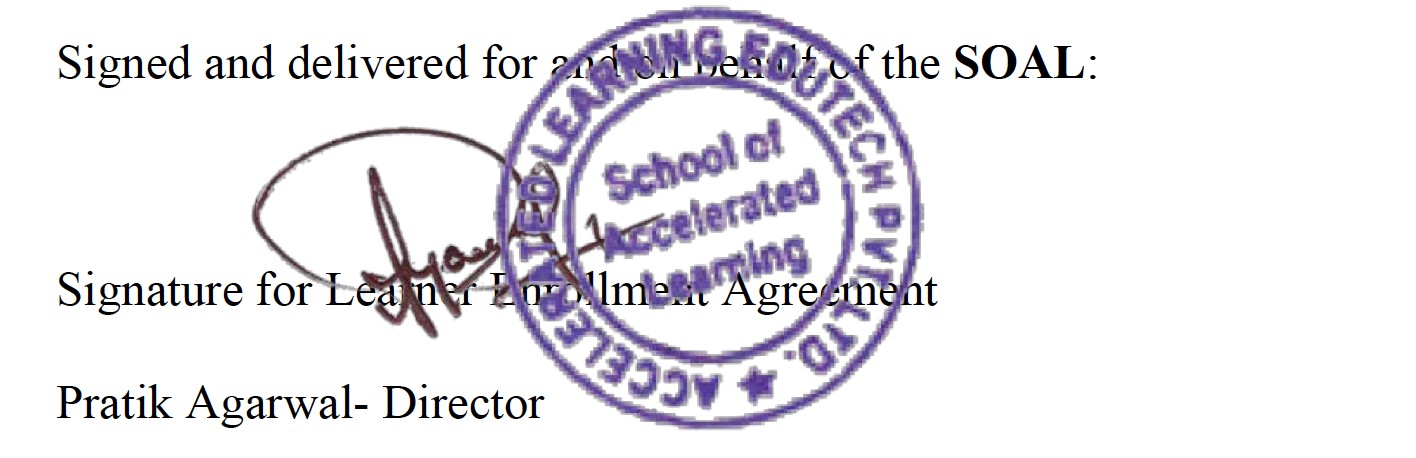
The Guardian

SABHAVAT SHASHIDHAR



Guardian Signature

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**SCHEDULE I**

# IS AGREEMENT

This IS Agreement captures the key terms and conditions agreed by the School of Accelerated Learning (**SOAL**), The Learner and The Guardian individually referred to as ‘**Party**’ and collectively as ‘**Parties**’ as contemplated under the Learner Enrollment Agreement and dated ((Date)). Any and all of terms and conditions contained herein contractually binds The Learner and The Guardian to the obligations contained herein, and the liability of The Learner and The Guardian are joint and several..

For the sake of brevity in setting out the payment terms under this IS Agreement, an indicative IS Agreement Explainer has been set out in **Appendix A**.

# Definitions

In this IS Agreement: (a) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; (b) capitalized terms defined in the Learner Enrollment Agreement shall have the meaning so ascribed under the Learner Enrollment Agreement and (c) the following terms shall have the meanings assigned to them herein below used in capitalized form in this IS Agreement:

“**Applicable Law**” means with respect to a Party, any national, foreign, provincial, local or other law including all applicable provisions of all (a) constitutions, decrees, treaties, statutes, laws (including the common law), codes, notifications, rules, regulations, policies, guidelines, circulars, directions, directives, ordinances, judgements or orders of any governmental authority, statutory authority, court, tribunal having jurisdiction over such Party; (b) governmental approvals; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any governmental authority, having jurisdiction over such Party;

“**Confidential Information**” means all information not in the public domain;

“**Earned Income**” refers to the income earned by The Learner inclusive of all bonuses, incentives and allowances, non-cash consideration as well as all deductible statutory costs and taxes;

“**Grace Period**” refers to a period of 12 (Twelve) months from the period once The Learner obtains Satisfactory Completion;

“**Job Offer**” means an offer or an invitation, in any form, of employment or paid position with a person or entity;

“**Monthly Payment**” refers 17% of the monthly Earned Income in the preceding month;

“**Minimum Salary**” refers to an annual Earned Income of INR 4,00,000 per annum inclusive of all taxes and payments to be made to relevant statutory authority earned by The Learner after completion of the Product Engineering Program;

“**Financier**” refers to an entity which has agreed to take over the payment obligations of The Learner on the terms and conditions acceptable to SOAL;

“**Financial Year**” means the year starting from 1st of April and ending on March 31st;

“**Payment Cap**” means INR 4,00,000/-;

“**Payment Term**” means such period (being a period less than two years from the Payment Trigger Date) within which a Successful Learner is able to pay the amount equivalent to the Payment Cap while making Monthly Payments in accordance with paragraph 5 or two years from the Payment Trigger Date, as applicable.

“**Payment Trigger Date**” means the date on which the salary for the first month of the Successful Learner’s first accepted Job Offer is received by him/ her.

“**Satisfactory Completion**” refers to the awarding of certification in the relevant Product Engineering Program course by having met the requirements set out in APPENDIX B.

# Arrangement

In consideration of this IS Agreement, the Parties agree and acknowledge that in lieu of the waiver of the Tuition Fees in accordance with the Learner Enrolment Agreement, The Learner will be obliged to make payment in the manner specified in paragraph 5 of this IS Agreement.

The payment obligation under paragraph 5, upon The Learner will trigger upon Satisfactory Completion of the program and securing a Job Offer with Minimum Salary or more within the Grace Period (**Successful Learner**). If The Learner fails to obtain Satisfactory Completion, he or she will be liable to make payments as per paragraph **5** of this IS Agreement.

The payment obligations under this IS Agreement to SOAL ends upon (a) the total of The Learner’s payment reaches the Payment Cap; or (b) the payment obligations of The Learner in respect of the Payment Cap is taken over by a Financier, and all amounts outstanding under this IS Agreement are acknowledged to have been received by SOAL in writing.

# Eligibility Criteria

The Learner may apply for facilities under an IS Agreement with the SOAL at the time of enrollment. Upon review of The Learner application, SOAL shall, based on its internal metrics decide upon the eligibility of The Learner to avail this arrangement at its sole discretion.

# Documents Required

The Learner availing the facilities of this IS Agreement for the Tuition Fees is required to submit certain documents which are as follows:

* Aadhar Card;
* Any one of the following:
  + PAN Card;
  + Driving License; o Ration Card; o Voter ID; o Passport
* Bank statement of the last 6 months from the date of this IS Agreement; and
* Original graduation certificate.

The Guardian of The Learner availing the ISA Amount shall be required to submit certain documents which shall be as follows:

* Aadhar card;
* Bank statement of the last 3 months from the date of this IS Agreement;
* Any one of the following:
  + PAN Card;
  + Driving License; o Ration Card; o Voter ID;
  + Passport
* Proof of income

Certain other key documents required are as follows:

* Cheques issued by The Learner or The Guardian in favour of “Accelerated Learning Edutech Private Limited” for INR 75,000/- dated 6 months from the agreement date (**PDC**); and
* An Aadhaar number based detailed KYC form with a photo and OTP etc. will be required to be completed by The Learner.

# Payment Obligation

Each Successful Learner availing the facilities of this IS Agreement for the Tuition Fees will be liable to pay the Monthly Payment at the 10th of every month. Subject to the provisions of paragraph 6, the Monthly Payment shall be paid by The Learner for the whole Payment Term. It is clarified here that Monthly Payment may fluctuate depending on the Earned Income of the Learner.

SOAL agrees and acknowledges that the payment obligation of The Learner is contingent on monthly Earned Income of The Learner and such income cannot be ascertained. If during the Grace Period, The Learner fails to secure a Job Offer with Minimum Salary or more despite Satisfactory Completion, there will be no liability on The Learner.

If The Learner fails to obtain Satisfactory Completion, he/she shall immediately become liable to pay SOAL an amount of INR 90,000/- as well as the amount of PDC (which shall become due and payable). For the avoidance of doubt, it is clarified that the Learner in such case shall have a clear obligation to pay SOAL an amount of INR 1,65,000/- (**Default Fees**). Any withdrawal after the Start Date by The Learner shall be considered failure to obtain Satisfactory Completion, and will make the amounts set out hereinabove due and payable, and The Learner and The Guardian acknowledge this as an essential condition of the IS Agreement.

Notwithstanding anything contained in this IS Agreement, refusal of a Job Offer with Minimum

Salary or more and/or accepting an employment with compensation less than the Minimum Salary during the Grace Period by The Learner will make The Learner liable to pay SOAL Monthly Payment on Minimum Salary or on Earned Income (if Earned Income exceeds Minimum Salary) during the Payment Term. In circumstances where The Learner receives and refuses to accept or rejects at least 3 (Three) employment opportunities offering Minimum Salary or more, and does not secure employment with Minimum Salary or more during the Grace Period, The Learner shall immediately become liable to pay SOAL the Default Fees at the end of the Grace Period. In such circumstances, SOAL shall be entitled to deposit the PDC for the recovery of INR 75,000.

Once triggered, The Learner shall comply with the payment obligations under this paragraph 5 for the whole Payment Term. The payment obligation under this paragraph 5 will continue even in circumstances of discontinuation of jobs, change of jobs, positive or negative change in Earned Income, etc. The Learner shall keep SOAL updated on such changes. At the sole discretion of SOAL, the Payment Term may be extended by SOAL to account for standstill period between job changes and such other circumstances as SOAL, in its discretion, may deem appropriate.

Notwithstanding anything else contained in the IS Agreement including Satisfactory Completion, if The Learner is in violation of the Code of Conduct set out in Learner Enrollment Agreement during the term of this IS Agreement, The Learner will be considered to have failed to obtain Satisfactory Completion with immediate effect, and The Learner will immediately become liable to pay SOAL the Default Fees at the end of the Grace Period, and SOAL shall be entitled to all rights and remedies, including the encashment of the PDC towards the payment of the Default Fees. The Learner and The Guardian acknowledge that the Default Fees are not in the nature of a penalty and are a reasonable estimate of the loss expected to be suffered by SOAL on account of the failure of The Learner to achieve Satisfactory Completion..

All payments shall be made in the manner specified and as per the details communicated to The Learner by SOAL.

# Annual Reconciliation

Within 30 days of the end of each Financial Year till the subsistence of any payment obligation to be paid by The Learner, a Successful Learner shall provide a declaration to SOAL regarding Earned Income for that Financial Year. This declaration shall include complete breakup of the basic income, incentive, bonuses, or any additional income as well as breakup of all deductible costs and taxes for that particular Financial Year.

Upon receiving the details of Earned Income for the complete Financial Year, SOAL shall calculate the amount payable by The Learner which shall be 17 (Seventeen) percent of the Earned Income of the Financial Year (**Annual Payable**). If the sum of all Monthly Payments in the particular Financial Year exceeds the Annual Payable of that Financial Year, such excess amount shall be adjusted by SOAL as a payment towards Payment Cap and notified to The Learner (**Excess Payment**). If the sum of Monthly Payments in the particular Financial Year is less than the Annual Payable of that Financial Year, SOAL shall issue a notice to The Learner to pay such deficit (**Deficit Notice**). The Learner shall pay to SOAL the deficit amount mentioned in the Deficit Notice within 30 days of receipt of Deficit Notice.

# Audit and Inspection

Upon receipt of any Job Offer, The Learner shall provide SOAL the copy of the same or such other document from its employer (like self-employment contract, consulting agreement etc.) which includes the initial income information i.e. details regarding salary. SOAL shall be entitled to and within its rights to inspect, and The Learner shall be obligated to provide SOAL with the tax returns, salary slips, bank statements and such other document requested by SOAL to verify the income details of The Learner.

Under this arrangement, The Learner authorizes SOAL to obtain his credit report and verify the information provided. Further The Learner authorizes SOAL to share received information with its agents and service providers.

The Learner further must notify SOAL within 10 days of any change in:

* Primary residence address, phone number or e-mail, or any other material change to information previously provided to SOAL;
* employment status, including both termination of employment and new employment and
* Earned Income measured on monthly basis.

If at any time during the Payment Term, intentionally or unintentionally, The Learner underreports the Earned Income, SOAL shall have the right to correct the error, at its sole discretion by (i) issuing a notice to The Learner to cure the breach within 10 days of receipt of such notice by The Learner and (ii) adding a fixed monthly underpayment fee which shall be INR 5,000 (five thousand) per month for the remaining months (**Underpayment Fee**). Such Underpayment Fee can be fully or partially waived at the discretion of SOAL.

# Disclosure of Information in the Event of Default

Notwithstanding anything contained in this IS Agreement or any other agreement between the Parties, in the event of a default in the payment of amounts due in accordance with the IS Agreement, the Learner and The Guardian consent to the School of Accelerated Learning and any of its officers disclosing information relating to them, the IS Agreement or any transactions under or related to the IS Agreement to credit information bureaus, existing employers, prospective employers, or any such third party as School of Accelerated Learning may consider appropriate.

# Prepayment

The Learner can prepay the amount due under this IS Agreement at any time prior to assignment by paying SOAL an amount equal to (i) Payment Cap, (ii) less all previous Monthly Payment and Excess Payment, and (iii) plus any deficit and outstanding payments including Underpayment Fee (**Prepayment Amount**).

# In the Event of Withdrawal

In the event of withdrawal of The Learner prior to Start Date, but after the execution of this IS Agreement, shall make The Learner liable to pay a sum of INR 75,000/-, and SOAL have the right to deposit the PDC to recover dues*.*

In the event of withdrawal during the course for causes such as family emergencies or medical emergency or any such cause, SOAL at its own discretion may allow The Learner to return and complete the program as part of another batch.

In the event of withdrawal without cause or with no intention to return, the liability of The

Learner will be limited to INR 1,65,000/-. The said amount will become payable immediately and in any event within 10 days from which such withdrawal was notified by The Learner and any delay in the payment of the same shall be fined at INR 500 per day. Enrollment shall be automatically terminated, if The Learner does not attend more than 4 sessions consecutively. Upon such withdrawal and termination, SOAL shall be within its rights to deposit the PDC and recover its dues which shall be equal to Default Fees.

# Post Dated Cheques and Guarantee

The PDC constitutes part of the existing liability of The Learner under the IS Agreement. The liability of The Guardian is a continuous guarantee and undertaking that he will make good any default of obligations and liabilities of The Learner to the satisfaction of SOAL. Notwithstanding anything contained in this IS Agreement, upon the fulfilment by The Learner and/ or The Guardian of all payment obligations under this IS Agreement, School of Accelerated Learning shall promptly and immediately return the PDC to The Learner and/ or the Guardian. The SOAL may require The Learner to replace the PDC with an irrevocable ECS or eNACH mandate of the same amount and The Learner shall be bound to comply with the said request within the timeline specified by SOAL. A revocation of the PDC, the ECS or the eNACH mandate will be considered as a material breach of the provisions of the IS Agreement.

Any default under this arrangement shall entitle SOAL to deposit the PDC/ seek other available remedies and to pursue recovery in accordance with paragraph 14 and 19. The Learner/Guardians covenants that the PDC shall be valid for the entirety of the Term of this IS Agreement.

# Representations, Warranties and Covenants by The Learner and The Guardian

The Learner represents and warrants that:

* The Learner intends to obtain employment upon completion of the Product Engineering Program and will make best efforts to achieve this objective and will continue to remain employed during the Payment Term;
* The Learner is an Indian citizen, having legal right to work in India and legally eligible to enter into a contractual arrangement under this IS Agreement;
* The Learner is entering into this arrangement in good faith and with the intention of making Monthly Payments when due;
* all information provided to SOAL in connection with entering into this arrangement is and will be true and accurate and that The Learner has not and will not provide any false, misleading or deceptive statements or omissions of fact material to this IS Agreement;
* The Learner has not entered into any similar arrangement or assigned their wages to any other party;
* The Learner has never been convicted of a felony or of any crime involving dishonesty or breach of trust under applicable laws;
* during the Payment Term, The Learner will timely and fully provide all information and documentation required under the terms of IS Agreement or as reasonably requested by SOAL;
* during the Payment Term, The Learner will not conceal, divert, defer or transfer any of the Earned Income (including but not limited to any non-cash consideration), for the purpose of avoiding or reducing the Monthly Payment obligation or otherwise;
* The Learner will service any deficit payable upon receipt of the Deficit Notice;
* The Learner will pay the Underpayment Fee if applicable along with the Monthly

Payment upon under reporting the Earned Income;

The Guardian represents and warrants that:

* he/she will guarantee the full and punctual performance, observance and discharge by The Learner in respect of all its obligations under this IS Agreement, including without limitation, payment of Monthly Payment, subject to The Learner earning the Minimum Salary; and
* he/she will undertake to take all necessary steps and execute all documents as may be reasonably necessary in connection to procure and assist with the performance by The Learner in respect of all his/her respective obligations under this IS Agreement.

The Learner and The Guardians covenant that:

* The Learner shall convert its payment obligations that are due into a loan if such opportunity is made available to it by SOAL; and
* The Learner and Guardian shall execute such documents as may be required by SOAL for transfer of such payment obligation along with the guarantee of the Guardian in favor of Financier in form of a loan or similar arrangement.

# Representation and Warranties by SOAL

SOAL represents and warrants:

* that it agrees that all employment or financial information of The Learner and any nonpublic records or information provided to the it pursuant to this IS Agreement is personal and confidential information;
* that it further agrees not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or use personal or financial information concerning The Learner or his/ her employer for any purposes other than (i) as expressly authorized herein in this IS Agreement; (ii) as incidental to the performance of this IS Agreement, including providing confidential information to any assignee of this IS Agreement or (iii) to enforce its rights under this IS Agreement;
* that it shall use and maintain commercially reasonable security controls so as to prevent any unauthorized access to or use any personal and confidential information of The Learner; and
* that in the event that a third party is willing to convert the payment obligations of The Learner into loan, and the same is agreeable to The Learner, it shall issue a no-objection certificate upon receipt of the Payment Cap from such third party less all Monthly Payments already received by The Learner.

# Breach and Remedies

Without prejudice to other rights and remedies hereunder, and subject to Applicable Law, SOAL may deem The Learner to be in breach under this IS Agreement upon the occurrence of any or all of the following, if such breach is not cured within a period of 30 (thirty) days from the date on which SOAL has informed The Learner in writing about the breach: (i) failure to make any Monthly Payment that is due under this IS Agreement, in full and on time; (ii) failure to fulfill payment/ procurement obligations under paragraph 5, 6, 7 and 11 as may be applicable; (iii) failure to provide Earned Income documentation; or (iv) breach of any obligation/covenants or violation of any other provision of this IS Agreement, including but not limited to receipt of information, at the sole discretion of SOAL, to be materially false, misleading or deceptive (**Breach**). Upon occurrence of any Breach, The Learner shall be considered to be in default.

Subject to Applicable Law (including any notice and/or cure rights provided by Applicable Law), upon Breach, SOAL shall have the right to (i) collect the Prepayment Amount, (ii) enforce all legal rights and remedies in the collection of Monthly Payment and related fees; (iii) deposit PDC in bank; (iv) assign the liability to any third party to pursue recovery of such due consideration or it may by itself choose to pursue recovery of the due consideration across any forums as may be required from The Learner as well as The Guardian or (v) utilize any combination of these remedies. In such case, The Learner agrees to pay the court costs, reasonable attorneys' fees and other collection costs related to the Breach (including the fees and costs due to the bankruptcy or insolvency, if applicable) to the extent permitted by Applicable Law.

If SOAL concludes that money damages are not a sufficient remedy for any particular Breach of this IS Agreement, then SOAL shall be entitled to seek an accounting, as well as injunctive or other equitable relief that may be applicable as a remedy for any such Breach to the fullest extent permitted by Applicable Law. Such remedy shall be in addition to all other remedies available under Applicable Law to SOAL.

# Retained Rights

The Parties agree that no Breach or termination of this IS Agreement shall affect the validity of any of the accrued obligations of The Learner owed to SOAL under this IS Agreement. Notwithstanding the termination of the Payment Term, the Financier or any other entity or individual to whom this IS Agreement is assigned shall retain all rights to enforce the obligations of The Learner under this IS Agreement, including the right to receive the full amount of the dues owed hereunder based on the Earned Income during the Payment Term.

# Limitation of Liability

Except to the extent caused by the willful misconduct of SOAL, SOAL shall not be liable to The Learner for any loss of employment, lost income or profits, consequential, exemplary, incidental, indirect, or special damages, even if advised by The Learner of the possibility of such damages.

Any liability, of whatsoever nature, arising out of this IS Agreement shall be limited to the consideration received by SOAL under this IS Agreement.

The provisions of this paragraph 16 shall survive termination of this IS Agreement.

# Termination

This IS Agreement shall be terminated upon the occurrence of the following conditions:

* 1 (One) year after the expiry of the Payment Term;
* Waiver of the IS Agreement on account of death or disability of The Learner;
* If The Learner drops-out from the Product Engineering Program pursuant to paragraph 10;
* Upon achievement of the Payment Cap and receipt of payment confirmation from SOAL; and
* Upon prepayment of Prepayment Amount and receipt of payment confirmation from SOAL.

# Confidentiality

Each Party undertakes that it shall not, during the Term of this IS Agreement or at any time thereafter, use, divulge or communicate to any Person, except its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the other Party which may have or may in future come to its knowledge and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information.

Each Party shall, forthwith upon termination of this IS Agreement for any reason or upon the receipt by it of written demand from the other, return all written Confidential Information provided to it and shall either return or destroy all notes, memoranda and other stored information (including information stored in any computer system or other device capable of containing information whether in readable form or otherwise) prepared by it which relate to any Confidential Information, whether or not any of the same are then in its possession and it will, upon receipt of written demand from the other, confirm in writing that all Confidential Information has been returned or destroyed.

# Dispute Resolution

In the event of a dispute or difference between the Parties arising out of or relating to this IS Agreement which cannot be resolved by discussion between the Parties, either Party may send the other in writing notice of the dispute or difference (**Dispute Notice**) together with reasonable details of such dispute or difference, whereupon the Parties shall endeavour to resolve all matters in dispute as soon as practicable.

In the event that the matter is not resolved within 21 (twenty one) days of service of the Dispute Notice, the Parties may refer the dispute to arbitration to a sole arbitrator appointed by mutual consent of both the Parties within 15 (fifteen) days of expiry of the 21 (twenty one) day period referred to above. If the Parties cannot agree to a sole arbitrator during the 15 (fifteen) day period, within 5 (five) days they may nominate one arbitrator each who in turn will choose a third arbitrator. The seat and venue of arbitration shall be Mumbai, India. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The award of the arbitral tribunal shall be final and binding upon the Parties.

# Joint and Several Liability

The Guardian agrees and acknowledge that his/ her liability hereunder shall be joint and several, with the Learner, and The Guardian shall not be entitled to disclaim his/ her liability for any reason whatsoever.

# Notice

Any notice, demand, waiver or request required or permitted to be given under this IS Agreement shall be in writing and, except as otherwise provided, shall be deemed sufficient within two days when sent by e-mail or on being delivered via registered post. Notices shall be sent on the following address:

# SOAL

Name: Pratik Agrawal

Email: pratik@soal.io

Address: SCHOOL OF ACCELERATED LEARNING,

INNOV8 KURLA, AGASTYA PIRAMAL CORPORATE PARK, LBS MARG, KURLA, MUMBAI- 400070

# Learner

Name: JAJI CHIRANJEEVI VENKATA SURYA NARAYANA

Email: Suryachiru91@gmail.com

Address: H no 18-52 Ammavari thota ,near vijetha public school

,Nuzvid 521201, Krishna district, Andrapradesh

# Guardian

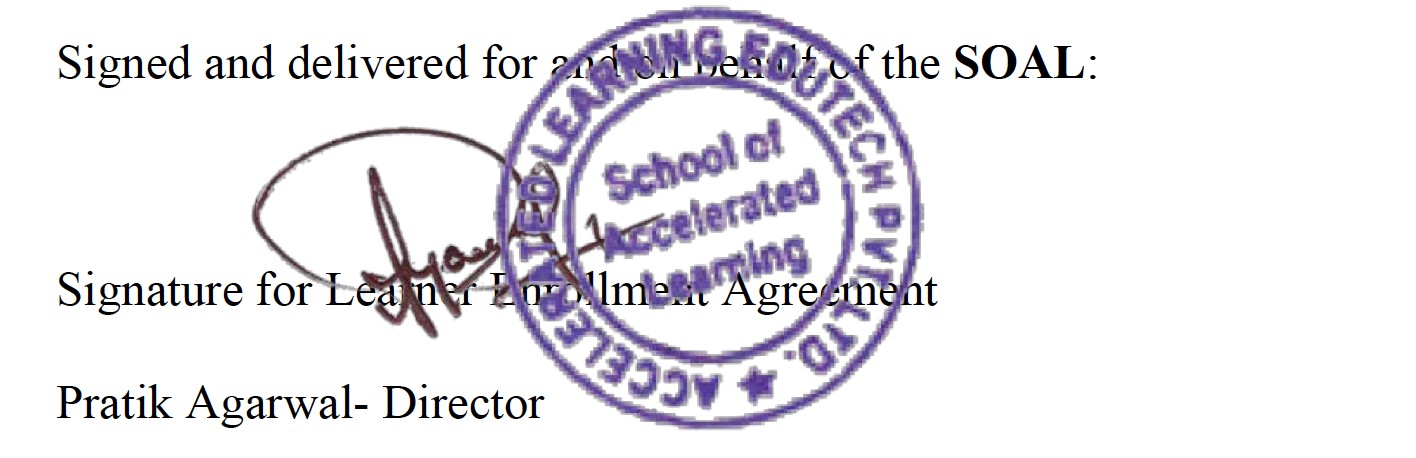
Name: SABHAVAT SHASHIDHAR

Email: Shashidhar.sabhavat@gmail.com

Address: H no 15-113/A Thirumala nagar ,Almas guda ,Saroor nagar

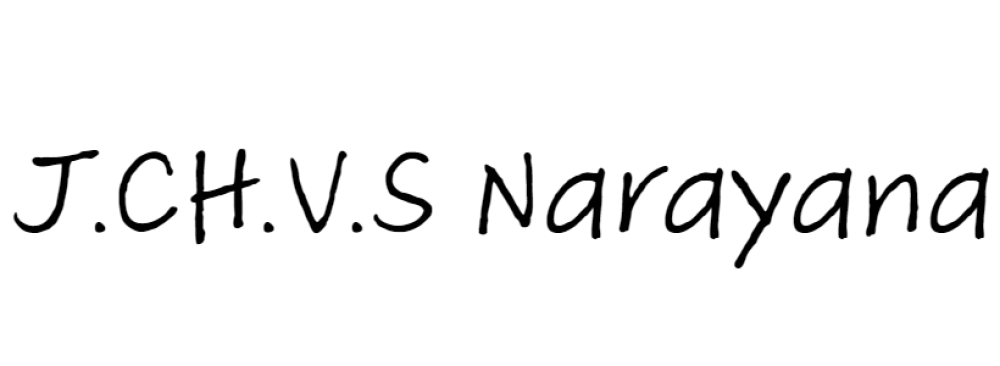
Rangareddi Andrapradesh 500058

**IN WITNESS WHEREOF**, the Parties have executed this IS Agreement on the day and year first above written.



Date: 07-10-2021

Name: JAJI CHIRANJEEVI VENKATA SURYA NARAYANA

Signed and delivered for and on behalf of The Learner:

Name: SABHAVAT SHASHIDHAR



Signed and delivered for and on behalf of The **Guardian**:

J HARSHINI



Name: J HARSHINI

**APPENDIX A**

# IS AGREEMENT EXPLAINER

The indicative scenarios under the income sharing arrangement between the School of Accelerated Learning and the Learner/Guardian is as follows:

# Table 1: Payment Obligation Trigger

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Satisfactory**  **Completion of the**  **Product**  **Engineering**  **Program** | **Received Job Offer pays more than Minimum Salary within**  **Grace Period** | **Accepted Job Offer within**  **Grace Period** | **Accepted Offer more Minimum**  **Salary** | **Job with than** | **Payment Obligation** |
| 1. | Yes | Yes | Yes | Yes |  | As per IS  Agreement |
| 2. | Yes | Yes | Yes | No |  | As per IS  Agreement |
| 3. | Yes | Yes | No | Yes or No |  | As per IS  Agreement |
| 4. | Yes | No | Yes or No | Yes or No |  | None |
| 5. | No | Yes or No | Yes or No | Yes or No |  | INR  1,65,000/- |
| 6. | Yes | Yes [\**More than three offers*  *received.*] | No | No |  | INR  1,65,000/- |

# APPENDIX B

SATISFACTORY COMPLETION **SUMMARY**

Below are mentioned the various aspects of Satisfactory Completion that The Learner must achieve in SOAL

* Satisfactory Completion Parameters
* Assessment
* 1 Graduation Assessment
* 2 Intermediate Assessment
* Attendance
* Program submissions
* English Language Proficiency

(Table 1)

|  |  |
| --- | --- |
| **SATISFACTORY COMPLETION PARAMETER** | **MINIMUM REQUIREMENT** |
| Assessments | Intermediate Assessments: Developing  Final Assessments: Accomplished  (As per Table 3) |
| Attendance | 90% for all components and types of sessions |
| Program Submissions | Milestones: As per table 5 below  Minims: As per table 5 below  Capstone Product: 1 |
| English Language Proficiency | Proficiency Level - Upper-Intermediate |

# SOAL ASSESSMENTS

The Final and Intermediate assessments will be based on a four-point rubric. (Table 2)

|  |  |  |  |
| --- | --- | --- | --- |
| **BEGINNING** | **DEVELOPING** | **ACCOMPLISHED** | **EXEMPLARY** |

All The Learners will be evaluated basis the above rubric and will be given categorized as one of the above. For The Learner to clear an assessment, he/she will need to meet the minimum score defined below for that assessment.

Upon being below the required standard for a specific assessment, The Learner will be given a maximum of two more such opportunities per assessment to recalibrate their learning and achieve the minimum required standard for the said assessment. In such a case, The Learner need not reattempt the component where they have already achieved the minimum required standard. SOAL will provide remedial support in form of reading or viewing content or exercises or mentorship or group session or one-on-one educator sessions.

All assessments at SOAL are divided into 3 distinct components

* Technical Ability
* Success Skills
* Career Intelligence

In order to clear the assessment, you need to achieve the minimum stated standard in each of these components, as per the type of assessment. The details are given as below:

SOAL ASSESSMENT TABLE (Table 3)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **SECTION** |  | **Minimum Scores Required** | |
| **Intermediate Assessment 1** | **Intermediate Assessment 2** | **Final**  **Assessment** |
| 1. | Technical Ability | Developing | Developing | Accomplished |
| 2. | Success Skills | Developing | Developing | Accomplished |
| 3. | Career Intelligence | Developing | Developing | Accomplished |

The assessments will take place as below (Table 4):

|  |  |
| --- | --- |
| Intermediate Assessment 1 | At the end of Milestone 5 |
| Intermediate Assessment 2 | At the end Milestone 8 |
| Graduation Assessment | At the end of Week 5 of SuitUp Phase or Capstone Presentation |

**The** Learner will be eligible for a repeat assessment along with the same assessment of the upcoming cohort.

# ATTENDANCE

Attendance is a critical part of the learning journey at SOAL. One must ensure that they are attending all the group as well as individual sessions that are scheduled for The Learner and their cohorts.

Throughout the program, the School expects the learners to maintain a minimum of 90% attendance of all the breakouts, mindcasts, reviews, one-on-ones, or any other type of sessions, failure of which will lead to the learner not achieving graduation.

In case of any leaves, they must be pre-approved by the SOAL and a due process must be followed.

# PROGRAM SUBMISSIONS

Through the program, the learners will be advised to meet the parameters set by the SOAL team and submit the required assignments, projects, and exercises known as Milestones, and Mini-milestones (Minims).

In order to achieve Graduation, the minimum submission required is as below:

(Table 5)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Component | Technical Ability |  | Success Skills | Career Intelligence |
| Milestones | 11 | 7 |  | 14 |
| Minims | 60% of all Minims associated with each Milestone | NA |  | NA |

# ENGLISH LANGUAGE PROFICIENCY

All learners at SOAL must complete a English language proficiency test recognized by SOAL.

SOAL will recommend to The Learner with platforms and content to prepare for the test. The School does not take responsibility for The learner to clear this English language proficiency test.

A learner will be eligible to take this test upto a maximum of three times in order to successfully clear it. The English language proficiency test must be cleared by the time of Graduation.

# CONTINUOUS REVIEWS & FEEDBACK

SOAL has regular feedback mechanisms for all its learners.

For this purpose, the School will facilitate regular reviews of the learners’ performance after each milestone. The School will advise the learners the areas of improvement basis these reviews and encourages them to incorporate this feedback in order to improve and reduce the number of attempts of the intermediate and graduation evaluation.

While attending, we expect that you will be mentally present, put effort into ensuring that your interaction with the SOAL team of catalysts is meaningful and apply all the concepts you learn from them into your milestones and minims. Without this effort, your submissions will substandard, eventually affecting your career prospects.

