

INCOME SHARE AGREEMENT

This **Income Share Agreement** ("ISA" or "Agreement") is made and entered on this
Sixth day of August Twenty Twenty Five ("Execution Date")
for the course Certification in Full Stack Data Science and AI by and between:

The Student ("You")

- Name - Muhammed Jaseef K
- Aadhaar number - 823124930350
- PAN number - KUBPK5204D
- Address - Kunnummal House, Ambalakkadavu Kalikavu, Malappuram Kerala - 676525

(hereinafter referred to as the "Student", "Trainee", "You", or "Your", and which expression shall mean and includes their legal heirs, executors, and administrators) of the **ONE PART**;

AND

AlmaBetter Edutech Private Limited

- Incorporation - AlmaBetter is a company incorporated under the Companies Act 2013.
- Registered Office Address - Business Hut, No 133/2, 4th Floor, Janardhan Towers, Residency Road, Bangalore, KA 560025 IN

(hereinafter referred to as the "Company," which expression shall, unless inconsistent with the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

By entering into this Agreement, you acknowledge and agree that, in consideration of the AlmaX training and placement services provided by AlmaBetter Edutech Private Limited ("Company"), you shall be obligated to pay the Tuition Fee as per the terms specified herein -

The Tuition Fee can be paid:

- Directly to AlmaBetter in a single installment, OR

- In EMIs through the NBFC Partner/Company, subject to the terms of this Agreement.
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WHEREAS:

A. The **Company** is engaged in providing training to eligible students in the fields of Data Science, Web Development, and Cloud Computing, offering a structured and comprehensive learning program through online or offline modes, at its sole discretion.

B. The **Student** has agreed to enroll in the Company's placement program under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the training and placement provided by the Company, and subject to the terms, covenants, and conditions contained herein, the Student and the Company mutually agree as follows:

1. DEFINITIONS:

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "**Company**" refers to AlmaBetter Edutech Private Limited, including its successors and permitted assigns.

1.2 "**Student**" refers to the individual enrolling in the Company's training program, including their legal heirs, executors, and administrators.

1.3 "**Training**" refers to the structured learning programs in Data Science, Web Development, and Cloud Computing provided by the Company.

1.4 "**AlmaX**" refers to the Company's advanced placement program, which a Student enters after completing the comprehensive course training and passing the AB-CAT test.

AlmaX comprises of two phases:

1.4.1 Re-training & Preparation – Focuses on revision, practice, and interview readiness through mock interviews, mentorship, and skill-building.

1.4.2 Placement Support – The Company arranges interviews with hiring partners and assists in securing a Qualified Job Position.

Entry into AlmaX is subject to AB-CAT performance, with the Company having sole discretion in determining Student eligibility.

1.5 "**Placement Guarantee Period**" refers to the 12-month period after entering AlmaX training during which the Company assists the Student in securing a job.

1.6 “**Qualified Job Position**” refers to a full-time or contractual role in Data Science, Web Development, Cloud Computing, or any related field that utilizes skills acquired during the Training. This includes, but is not limited to, roles in Software Development, Data Analytics, Artificial Intelligence, Machine Learning, DevOps, Cybersecurity, Business Intelligence, and other emerging technology domains. The Company shall have the sole discretion to determine whether a job qualifies under this definition.

1.7 “**Earned Income**” refers to all forms of salary, wages, and incentives earned from employment or self-employment in a relevant field, as required to be reported under the Income Tax Act.

1.8 “**NBFC**” refers to a Non-Banking Financial Company partnered with the Company to facilitate financing options for the Student. The NBFC may provide loans for the Tuition Fee, and the Student shall be required to make repayments in accordance with the terms of the Loan Agreement executed with the NBFC. The decision to extend financing rests solely with the NBFC.

1.9 “**Payment Term**” refers to the period during which the Student is obligated to make Monthly Payments. These definitions shall apply throughout this Agreement unless otherwise specified.

1.10 “**Tuition Fee**” shall mean an amount payable by You to the Company in consideration for the AlmaX Training and Placement imparted to You by the Company. Tuition Fee is based on the salary packaged secured after completing AlmaX:

Your Salary Range (CTC)	Total Payable Fee (Incl. taxes)
Less than 3.5 LPA	0
3.5 - 4.99 LPA	INR 1,20,000 (6k x 20 months)
5 - 7.99 LPA	INR 1,60,000 (8k x 20 months)
8 LPA and above	INR 2,00,000 (10k x 20 months)

2. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT

2.1 The Company agrees to provide the Student with AlmaX Training and Placement services, subject to the terms of this Agreement.

2.2 The Company shall assist the Student in securing a Qualified Job Position within the Placement Guarantee Period, within the defined salary slabs. It is further clarified that student's obligation to pay the Tuition Fee will commence even if You get employment, contract, or job independently on Your own and would not be restricted to the placement process of the Company.

2.3 The Student shall pay the Tuition Fee as per the salary secured, in accordance with the fee structure

outlined in this Agreement.

2.4 The Company may, at its sole discretion, assign the Tuition Fee collection to an NBFC Partner.

2.5 The NBFC Partner holds sole discretion in approving or rejecting the Student's loan application.

2.6 If the NBFC Partner approves the loan, the Student shall repay the Tuition Fee through Monthly Payments, commencing from the first month of employment.

2.7 If the NBFC Partner rejects the loan or if no NBFC is involved, the Student shall pay the Tuition Fee directly to the Company, as per the Payment Terms set by the Company.

2.8 Missed Monthly Payments shall result in an automatic extension of the Payment Term.

3. OBLIGATIONS OF THE STUDENT

3.1 Loan Agreement

3.1.1 Upon selection for AlmaX, the Student shall complete all necessary documentation, including KYC with the NBFC Partner, within 7 days of signing this Agreement. Failure to comply may result in cancellation of the AlmaX seat.

3.1.2 The Student shall complete all formalities related to Tuition Fee Payment with the NBFC Partner within 5 days of accepting a job offer. Non-compliance beyond this period shall attract a late fee of ₹2,000 per day, which shall be added to the Tuition Fee.

3.1.3 The Student acknowledges that the Loan Agreement is legally binding and agrees to repay the loan as per its terms.

3.2 Code of Conduct

The Student shall comply with the Company's Code of Conduct, annexed as Annexure 1 to this Agreement.

3.3 Job Search Obligations

3.3.1 The Student shall actively seek employment and follow all placement guidelines prescribed by the Company.

3.3.2 The Company is a training provider, not a placement agency, and the Student shall not rely solely on the Company for securing employment.

3.3.3 The Student shall update the Company's placement team on all communications received from recruiters for independently applied job opportunities.

3.4 Consent to Collection of Personal Information

3.4.1 The Student consents to the Company collecting, storing, processing, and sharing their personal, academic, and professional information with NBFC Partners, employers, recruitment agencies, and service

providers for loan facilitation, background verification, and job placement.

3.4.2 The Student grants the Company an irrevocable, royalty-free license to use their name, photograph, testimonials, job details, company name, salary range, and success stories for marketing and promotions across websites, social media, and print materials.

3.4.3 The Company may edit or modify the Student's information for promotional use without further approval.

3.4.4 All promotional content featuring the Student remains the sole property of the Company, with no claim or compensation owed to the Student.

3.4.5 Personal detail removal requests may be considered only in exceptional cases, at the Company's discretion.

4. MAKING PAYMENTS FROM EARNED INCOME

4.1 The Student's Tuition Fee obligation is based on the salary secured after AlmaX, as per the following structure:

Your Salary Range (CTC)	Total Payable Fee (Incl. taxes)
Less than 3.5 LPA	0
3.5 - 4.99 LPA	INR 1,20,000 (6k x 20 months)
5 - 7.99 LPA	INR 1,60,000 (8k x 20 months)
8 LPA and above	INR 2,00,000 (10k x 20 months)

4.2 Payment obligations commence upon securing a job within Placement Guarantee Period. The Student shall make Direct Payment to the Company as per this agreement or Monthly Installment to the NBFC Partner as per the Loan Agreement.

4.3 In case of employment termination within the first 6 months of employment through AlmaBetter, the Company may assist in securing new employment on a best-effort basis, but is under no obligation to do so.

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

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

5.1 If the Student withdraws from the AlmaX Program, the following conditions shall apply:

- 5.1.1 Withdrawal within 7 days of signing this Agreement: No Tuition Fee shall be payable.
- 5.1.2 Withdrawal between 7 to 14 days of signing this Agreement: The Student shall be liable to pay a Tuition fee of INR 25,000.
- 5.1.3 Withdrawal after 14 days of signing this Agreement: The Student shall be liable to pay a Tuition fee of INR 100,000.
- 5.1.4 Expulsion from AlmaX due to a Code of Conduct violation (Annexure 1) or any other valid reason determined by the Company: The Student shall be liable to pay a Tuition Fee of INR 100,000 (Rupees One lakh).

5.2 In cases covered under Clauses 5.1.2, 5.1.3, or 5.1.4, the Company shall issue an invoice, and the Student shall be required to make the payment within 15 days from the invoice date.

5.3 Failure to make payment within the stipulated period shall entitle the Company to initiate legal proceedings for recovery of the outstanding amount.

6. MANDATORY ACTIVITIES FOR ALMAX PROGRAM STUDENTS

6.1 The Student must adhere to a six-day work schedule (Monday to Saturday), dedicating a minimum of 30 hours per week to the program. Compliance with the Company's training schedule is mandatory.

6.2 The Student must maintain the minimum attendance criteria set by the Company. Any leave must be requested at least 2 days in advance in writing to the Cohort Manager. In case of medical absence, a valid medical certificate must be provided.

6.3 The Student must complete all mandatory activities, including but not limited to:

- Quizzes & Assignments
- Competency Challenges
- Resume Building Sessions
- Capstone Projects
- Mentorship Sessions
- Mock Interviews

6.4 Each mandatory activity carries a default score. Failure to complete any activity within the stipulated deadline shall result in a penalty as per the predefined default score system.

6.5 If the Student's cumulative default score exceeds the threshold set by the Company, the Student may be expelled from AlmaX and shall be liable to pay a Tuition Fee of INR 100,000 (Rupees One lakh) within 15

days of expulsion.

7. PAYMENT OF TUITION FEES – SPECIAL SCENARIOS

The Student shall be required to pay a Tuition Fee of INR 100,000 (Rupees One lakh) within 15 days of receiving an invoice in the following cases:

7.1 Non-Compliance with the Placement Process

7.1.1 The Student must attend all tests, assessments, assignments, and interviews scheduled by recruiters or recommended by the Company.

7.1.2 The Student must make their best effort to prepare and perform at every stage of the recruitment process.

7.1.3 If the Company determines that the Student has intentionally underperformed or shown lack of effort, they shall be barred from placement opportunities for 2 weeks. Repeated violations shall result in expulsion from the program and a Tuition Fee of INR 100,000 (Rupees One lakh) shall become payable.

7.1.4 If the Student misses more than one scheduled interview without prior notice, it will result in expulsion and a Tuition Fee of INR 100,000 (Rupees One lakh) shall become payable.

7.1.5 The Student must keep the placement team informed about all recruiter communications and notify them in advance of any unavailability due to emergencies.

7.2 Unjustified Job Offer Rejection

7.2.1 If the Company secures a job offer meeting or exceeding the salary slabs in Clause 1.10, and the Student rejects it without consulting the Company, a Tuition Fee of INR 100,000 (Rupees One lakh) is payable.

7.2.2 If the Company advises the Student to accept an offer, but they still refuse, the Company shall have no further obligation to secure another job, and a Tuition Fee of INR 100,000 (Rupees One lakh) is payable.

7.3 Failure to Provide Required Documents

If the Student fails to submit any document required by an Employer (e.g., graduation certificate, passing certificate, or identification document), the Company shall not be held responsible for any job loss, and a Tuition Fee of INR 100,000 (Rupees One lakh) shall become payable.

7.4 Non-Payment Consequences

Failure to pay the Tuition Fee within 15 days shall entitle the Company to initiate legal proceedings for recovery.

8. SET UP AND MAINTENANCE OF APPROVED BANK ACCOUNT

8.1 The Student agrees to establish a bank account with the NBFC Partner or the Company ("Approved Bank Account") before receiving any Earned Income. If the Student wishes to change their Approved Bank Account, they must provide prior written notice and necessary details to the Company.

8.2 The Student must deposit all Earned Income into the Approved Bank Account during the Payment Term. If employed, the Student shall ensure their Employer deposits their salary directly into this account. Failure to establish and use the Approved Bank Account does not relieve the Student of their payment obligations under this Agreement.

9. EXIT

This Agreement shall be terminated under the following conditions:

9.1 The Student successfully completes Tuition Fee payments, and no further amounts are due.

9.2 The Company fails to secure a job placement for the Student within the Placement Guarantee Period, in which case the Student shall have no further obligations under this Agreement.

10. CAP ON PAYMENTS & PREPAYMENT

10.1 Payment Cap – The total Monthly Payments shall not exceed the Tuition Fee specified in this Agreement.

10.2 Prepayment Option – The Student may choose to prepay the outstanding Tuition Fee at any time by paying the balance amount due, along with any applicable fees.

11. ADDITIONAL PROVISIONS AFFECTING PAYMENTS

11.1 International Work – If the Student relocates outside India during the Payment Term, they must continue to report Earned Income and make Monthly Payments as per this Agreement.

11.2 Waiver Due to Death or Disability – The Company shall waive all outstanding amounts in the event of the Student's death or permanent total disability. Proof of disability must be provided through official documentation.

12. COVENANTS AND REPRESENTATIONS OF STUDENT

The Student represents, warrants, and agrees to the following:

- 12.1 The Student enters into this Agreement in good faith and intends to make all payments when due.
 - 12.2 All information provided by the Student to the Company is true, accurate, and complete.
 - 12.3 The Student is an Indian citizen, permanent resident, or has a valid Aadhaar number with the legal right to work in India.
 - 12.4 The Student shall actively seek employment after completing training and report any changes in employment status.
 - 12.5 The Student shall not mislead, conceal, divert, or transfer Earned Income to avoid payment obligations.
 - 12.6 The Student shall provide all required information and documents upon request.
 - 12.7 The Student shall file tax returns truthfully and report Earned Income accurately.
 - 12.8 The Student shall maintain records of their Earned Income for at least one year after completing payments.
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13. TERM & SURVIVAL

- 13.1 This Agreement shall remain valid and binding until the Student fully repays the Tuition Fee.
 - 13.2 The Student has no right to terminate this Agreement before completing payments.
 - 13.3 Certain representations and obligations shall survive post-payment, allowing the Company to verify information provided by the Student.
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14. BREACH AND REMEDIES

- 14.1 In case of a breach of this Agreement by the Student, the Company shall have the right to:
 - Collect outstanding dues.
 - Take legal action, including wage garnishment or tax refund set-off.
 - Recover attorney fees, collection costs, and other expenses.
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15. GENERAL PROVISIONS

- 15.1 Entire Agreement – This Agreement, along with the Code of Conduct and Loan Agreement, constitutes the entire agreement between the Student and the Company.

15.2 Amendments – This Agreement may only be modified with written consent from both parties.

15.3 No Waiver – The Company's failure to enforce any provision shall not constitute a waiver of its rights.

15.4 Governing Law & Jurisdiction – This Agreement shall be governed by the laws of India, with exclusive jurisdiction in Bengaluru courts.

16. CONFIDENTIALITY

16.1 The Student acknowledges that the Company provides access to Confidential Information, including course materials, assessments, employer details, and proprietary resources.

16.2 The Student agrees to maintain confidentiality and not disclose any such information for five years post-program completion.

17. VERIFICATION & ACKNOWLEDGEMENT

By signing this Agreement, the Student confirms that they:

- Have reviewed the Agreement and understand its terms.
- Are legally competent to enter into this Agreement.
- Understand that this Agreement requires Tuition Fee repayment from future Earned Income.

ANNEXURE 1 - Code of Conduct

STUDENT CODE OF CONDUCT – RULES AND REGULATIONS

The Student Code of Conduct ("Code") establishes the expected standards of behavior for all students enrolled at AlmaBetter. This Code, together with the Income Share Agreement ("ISA"), constitutes the entire agreement between the Student and AlmaBetter Edutech Private Limited ("Company").

Failure to comply with this Code may result in sanctions, including but not limited to:

- Suspension or expulsion from the program and placement services.
- Withdrawal of privileges such as access to lectures, online tools, or mentorship.
- Liability to pay the full Tuition Fee as per Clause 5.1.4 of the ISA.

The Company reserves the right to modify this Code at its sole discretion, with notification to the Student. Any determination by the Company regarding a breach of this Code shall be final and binding.

ACADEMIC INTEGRITY & MISCONDUCT

The Company maintains a zero-tolerance policy towards academic misconduct, including but not limited to:

Cheating, Forgery, & Plagiarism

- Copying or enabling others to copy assignments, projects, or assessments.
- Forging documents or misrepresenting information.
- Engaging in unauthorized collaboration.
- Both the giver and receiver of unauthorized assistance shall be held accountable.

Interview Misconduct

- Attempting to influence a mentor or coach to manipulate feedback.
- Misrepresenting credentials or experience.
- Disrupting or attempting to manipulate the placement process.

Any violation may result in disciplinary action, including expulsion from the Program, loss of placement privileges, and full Tuition Fee liability.

STUDENT RESPONSIBILITIES

Professional Conduct

Students must:

- Treat all AlmaBetter faculty, staff, mentors, and peers with respect and professionalism.
- Submit all coursework, projects, and assignments on time and with integrity.
- Use Company-provided facilities and resources responsibly.
- Resolve conflicts amicably through discussion and fair resolution.

Prohibited Conduct

Students must not:

- Engage in harassment, discrimination, bullying, or ragging of any kind.
- Use offensive, obscene, or illegal content in communication.
- Engage in criminal or anti-social behavior that may harm the Company's reputation.
- Use the Company's online tools or platforms for inappropriate or unauthorized activities.

COMMUNICATION & REDRESSAL POLICY

Handling Concerns & Complaints

- Students must first report concerns to support@almabetter.com
- Students shall not make any public statements, social media posts, or remarks that defame, disparage, or harm the Company's reputation, business, services, employees, or affiliates.
- Any violation of this policy may result in immediate expulsion, suspension, or withdrawal of privileges, including:
 - Removal from Slack/communication tools.
 - Restricted access to lectures and mentorship.
 - Loss of placement services.

DISCIPLINARY ACTIONS

Violations of this Code may result in:

Disciplinary Measures

- Written warning or reprimand.
- Temporary suspension, requiring the Student to meet specific conditions for reinstatement.
- Requirement to submit an apology letter.

- Notification to the Student's parents/legal guardians/spouse about the misconduct.

Expulsion from the Program

- If a Student receives more than two (2) suspensions, they may be expelled from the Program and held liable for the full Tuition Fee under ISA Clause 5.1.4.

SEXUAL HARASSMENT POLICY

The Company strictly adheres to the Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redressal) Act, 2013. Any violation shall result in immediate expulsion and legal action.

ACKNOWLEDGEMENT & AGREEMENT

By signing below, the Student acknowledges and agrees to:

- Comply with all provisions outlined in this Code of Conduct.
- Accept the Company's final decision in any disciplinary matter.
- Be liable for any applicable Tuition Fee payments in case of expulsion due to misconduct.

SIGNATURES AND UNDERTAKINGS

Undertakings by the Student

I hereby undertake the following obligations as a participant in AlmaBetter's training program:

1. I shall attend all live lectures and complete all assessments, tasks, and assignments as required by AlmaBetter. Failure to do so may result in expulsion from the program.
 2. I acknowledge and accept that if I am expelled due to a breach of the Code of Conduct, I shall be subject to all consequences set forth in the ISA, including Tuition Fee liability.
 3. I submit to the disciplinary jurisdiction of AlmaBetter's authorities and shall comply with all rules and policies established by them.
 4. All powers related to Competency-Based Learning (CBL) assessments and disciplinary actions shall vest with the CEO & CBO of AlmaBetter, who may delegate such powers as deemed necessary.
 5. I confirm that I have read, understood, and agreed to comply with the Income Share Agreement (ISA), Competency-Based Learning Framework (CBL), and Code of Conduct. I acknowledge that I am subject to all disciplinary procedures as outlined in these agreements.
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IN WITNESS WHEREOF

The parties have executed this Income Share Agreement as of the date first mentioned above.

Student's Signature	For and on behalf of AlmaBetter Edutech Private Limited
	 Ravi Kumar Gupta, Director