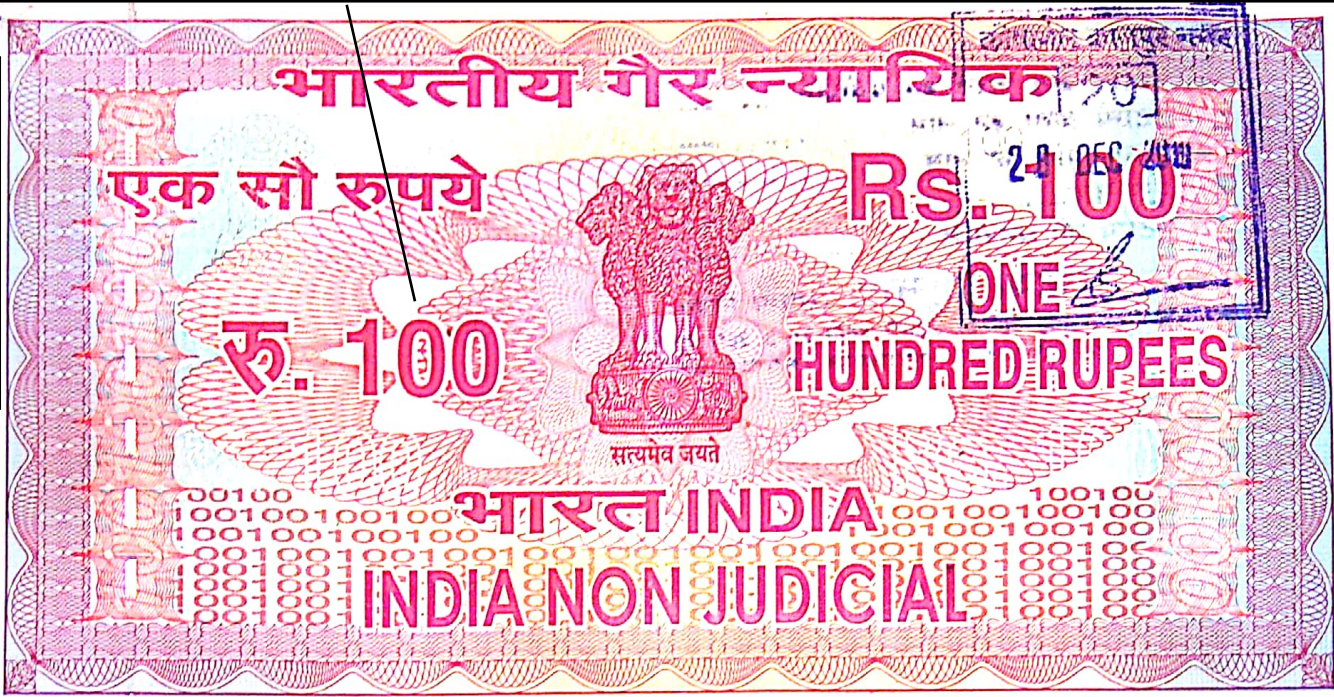


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उत्तर प्रदेश UTTAR PRADESH

FH 963246

INCOME SHARING AGREEMENT

23rd September

This agreement ("Agreement") is executed on this day of, 2019 ("Effective Date") by and between:

LEETU EDUCATION SERVICES PRIVATE LIMITED, a company incorporated under the relevant provision of the Companies Act, 2013, having its corporate identity number U80904KA2018PTC111746 with its registered office at number 811, 1st Floor, 10th A Main Road, Indiranagar 1st Stage Bengaluru - 560038, Karnataka, India, hereinafter referred to as the "Company" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its affiliates, group companies, successors and permitted assigns);

Put here Date on which you are signing signing this documents

AND

Student's Name, PAN, Permanent Address required here.

Vishal Singh Chauhan....., [an individual], bearing permanent account number BCKPC8930E..... and residing at 369/83, Bandariya Bagh, Rail Bazar, Kanpur Nagar, Kanpur, Uttar Pradesh, Pin-208004.....

(hereinafter referred to as "Student"), which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include all its successors and permitted assigns);

AND

Confirming Party's Name, PAN, Permanent Address required here.

Paras Math Chauhan....., [an individual], bearing permanent account number AEXPC4615E..... and residing at 369/83, Bandariya Bagh, Rail Bazar, Kanpur Nagar, Kanpur, Uttar Pradesh, Pin-208004.....

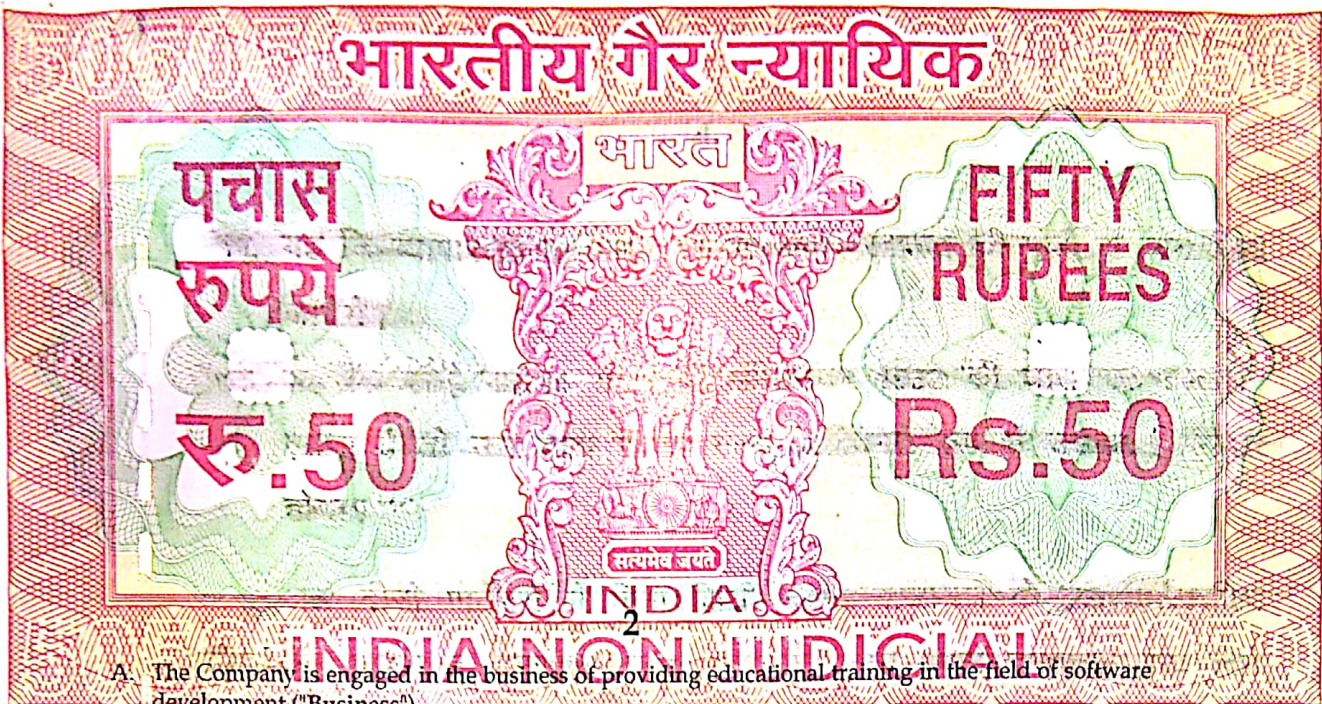
(hereinafter referred to as "Confirming Party"), which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include all its successors and permitted assigns).

Each of the Company, Student and the Confirming Party are hereinafter individually referred to as a "Party", and collectively referred to as the "Parties".

WHEREAS:

Please sign on each page of the ISA at the bottom as given in this Sample ISA

Vishal Chauhan



- A. The Company is engaged in the business of providing educational training in the field of software development ("Business").

उत्तर प्रदेश **UTTAR PRADESH** The Student has expressed his/her desire to enrol himself/herself into the Training Program (as defined below) of the Company and has signed the relevant documents, *inter alia*, the undertaking form/ enrolment letter as more particularly set out in www.ATTAINU.COM/ISA for joining such Training Program. CC 300161

- C. In consideration for the enrolment process into the Training Program, the Student and the Confirming Party agree and acknowledge to be bound by the terms and conditions, to the extent applicable to the relevant Party, set out in this Agreement.

THIS IS A LEGAL CONTRACT. READ IT CAREFULLY BEFORE SIGNING. BY ENTERING INTO THIS AGREEMENT, YOU AGREE THAT IN RETURN FOR RECEIVING THE TRAINING PROGRAM PROVIDED BY THE COMPANY, YOU WILL PAY A FIXED AMOUNT TO COMPANY (OR ITS ASSIGNEE), IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. THIS AGREEMENT DOES NOT CONSTITUTE A LOAN. YOUR PAYMENT OBLIGATION SHALL BE AS DESCRIBED IN THIS AGREEMENT.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

- 1.1 The following words and expressions shall, unless the context otherwise requires, have the following meanings:

"Applicable Law(s)" means all laws applicable to the Business in India including all acts, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, direction, directives and standards of any governmental authority which are legally mandatory in nature affecting obligations of either of the Parties.

"Approved Bank Account" has the meaning ascribed to it in clause 4.6 of this Agreement.

"Breach" has the meaning ascribed to it in clause 9.3(a) of this Agreement.

"Business Day" means a day (excluding Saturdays) on which banks generally are open in India for the transaction of normal banking business.

"Company Agent" means FinTech company or any non-banking financial company (NBFC) as may be appointed by the Company at its sole discretion for collection of the Fixed Income Share from the Student.

Vishal Chandra

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

"**Execution Date**" means the date of execution of this Agreement.

"**Financial Year**" means the period commencing from 1 April of a calendar year till 31 March of the subsequent calendar year.

"**Term**" has the meaning ascribed to it in clause 2.1 of this Agreement.

"**Training Program**" means the program of study conducted by the Company for a tenure of 36 (thirty six) weeks.

"**Completion Tenure**" has the meaning ascribed to it in clause 4.2 of this Agreement.

"**Monthly Tests**" has the meaning ascribed to it in clause 6.3 of this Agreement.

"**Re-test**" has the meaning ascribed to it in clause 6.3 of this Agreement.

"**Transferred Batch**" has the meaning ascribed to it in clause 6.3 of this Agreement.

"**Project Work**" has the meaning ascribed to it in clause 6.4 of this Agreement.

"**Final Placement Readiness Test (FPRT)**" has the meaning ascribed to it in clause 6.5 of this Agreement.

"**Expulsion Events**" has the meaning ascribed in clause 6.6 of this agreement.

"**Employer**" means any Person for which the Student provides services, either as an employee or as an independent consultant or any other similar arrangement having the effect of employment or consultancy arrangement.

"**Employment**" means the employment or consultancy services secured by a Student that arise out of or that are attributable to the Training Program.

"**Placement Policy**" as described in the clause 7 of this Agreement.

"**Total Fee**" means an amount of INR 2,30,000 (Indian Rupees Two Lakhs Thirty Thousands only).

"**Registration Fee**" has the meaning ascribed to it in clause 4.1 of this Agreement.

"**Tuition Fee/Fixed Income Share**" means an amount of INR 2,00,000 (Indian Rupees Two Lakhs only) which shall be payable by the Student to the Company or to the Company Agent by way of Monthly Payments in the event the Student secures an Employment with an Earned Income which is equal to or higher than the Minimum Annual Income. The Fixed Income Share is inclusive of all taxes.

"**Minimum Annual Income**" means the minimum Annual Earned Income of INR 5,00,000 (Indian Rupees Five Lakh only) CTC (Cost To Company) in a Year.

"**ISA Breach Recovery**" has the meaning ascribed to it in clause 8.1 of this Agreement.

"**Earned Income**" means the total salary, compensation and self-employment gross income earned by the Student from employment or consultancy services that arise out of or that are attributable to the Training Program, and which is disclosed by the Student on an income tax return. For the avoidance of doubt, "**Earned Income**" also includes any non-cash consideration received by the Student, directly or indirectly, or that is deemed earned, including but not limited to, equity shares in a listed entity but excluding equity shares and employees' stock option plan in an unlisted entity, contributions to qualified and non-qualified deferred compensation and retirement benefit plans, fringe benefits not reported as wages for compensation, income from active participation by the Student in any entity. Such income shall also include any amounts earned or payable, directly or indirectly to a related party as a result of his/her services during the year.

"**Monthly Payment**" means monthly payments which shall be payable by the Student during the Payment Term for the Fixed Income Share in the period as defined in the agreement between the student and the Company or company agent which will be maximum 24 (twenty four) months. The monthly instalment will be equal to the amount which comes out to be (Rs 2,00,000/T), where T is the number of months which can maximum be 24 months).

"**Payment Satisfaction**" shall have the meaning ascribed to it under clause 4.3 of this Agreement.



"Payment Term" means a period of maximum 24 (twenty four) months which shall commence within a period of 30 (thirty) days from the date on which the Student secures an Employment in accordance with the terms and conditions of this Agreement.

"Prepayment Amount" means the amount equal to the Fixed Income Share less any Monthly Payments already made plus any outstanding fees or other amounts, including taxes, that may be owed by the Student to the Company under this Agreement.

1. In this Agreement unless otherwise specified, reference to:

- (a) a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking or organisation (whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (b) a party is to a party to this Agreement and includes its successors in title and permitted assignees;
- (c) a "statute" or "statutory instrument" or any of their provisions is to be construed as a reference to that statute or statutory instrument or such provision as the same may have been amended or re-enacted before the date of this Agreement;
- (d) recitals, clauses, paragraphs or schedules are to recitals, clauses of and paragraphs of and schedules to this Agreement. The schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the schedules;
- (e) "writing" includes any methods of representing words in a legible form (other than writing on an electronic or visual display screen) or other writing in non-transitory form; and
- (f) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2. The index to and the headings in this Agreement are for information only and are to be ignored for the purposes of construing the same.

2. EFFECTIVE DATE & TERM

2.1 This Agreement shall come into effect from the Execution Date and shall continue in force until terminated in accordance with clause 15 (*Termination*) ("**Term**").

3. EDUCATION & INCOME SHARING

3.1. In consideration of the Student executing and delivering this Agreement, and subject to all terms and conditions set forth in this Agreement, the Company agrees to provide the Student with the Training Program.

The Student unconditionally agrees and acknowledges that in lieu of availing the Training Program, the Student shall be obligated to pay the Fixed Income Share to the Company or to the Company Agent, as may be decided by the Company in its sole discretion from time to time, in accordance with the terms and conditions contained herein.

4. PAYMENT TERMS

4.1. **Registration Fee:** The Student agrees and acknowledges that at the time of registration for the Training Program, he/she shall be liable to pay the Company an amount of INR 30,000 (Indian Rupees Twenty Five Thousands only) ("**Registration Fee**") as registration fee for the Training Program. The Registration Fee shall be **exclusive** of any goods and services tax (GST).

4.2. **Fixed Income Share:** The Student agrees to pay the Fixed Income Share by way of Monthly Payments to the Company or the Company Agent, as may be decided by the Company in its sole discretion in the manner set forth under this Agreement, if the Student secures an Employment within a period of 12 (Twelve) months commencing from the completion of the Training Program ("**Completion Tenure**") with an Earned Income which is equal to or higher than the Minimum Annual Income. For the avoidance of doubt, it is hereby clarified that if a Student receives an offer of Em-



ployment within the Completion Tenure, then, such Student shall be deemed to be employed for the purposes of this Agreement, notwithstanding the fact that actual joining date of Employment falls outside the Completion Tenure.

4.3. **Payment Satisfaction:** The Payment Term shall end upon (i) the completion of payment of the Monthly Payments; or (ii) upon payment of Prepayment Amount (the first to occur shall be referred to as "**Payment Satisfaction**").

4.4. **Reporting of Earned Income:** Upon the request by the Company by way of written notice, the Student shall provide the following information:

- (a) all employment/consultant positions or any other similar arrangement accepted by the Student, including, if requested, a description as to the business and services or products provided by each Employer and the nature of position with each Employer of the Student;
- (b) estimated consultant fees, gross salary (i.e. total cost to the Company including details of any bonus, flexi components, equity shares offered, etc.) along with the offer letter/employment agreement/consultant agreement or any other similar documents; and
- (c) projected annual gross Earned Income from all Employers, including any Earned Income from self-employment.

4.5. **Methods of Payment:** The Student agrees & acknowledges to take one of the following options to payment. While signing on this Income Sharing Agreement, please mark the option which you want to choose to make the payment:

☒ Make the Monthly Payments by availing the loan extended by the Company Agent in accordance with clause 10(c) below and in the manner set out in the loan agreement between the Student and the Company Agent. This option is subject to your co-applicant/confirming party's credit rating passing the assigned Company Agent's criteria. In case the student can not avail this option, the student agrees and acknowledges to choose the 2nd option given below.

- ☐ Directly pay the Company, the Fixed Income Share, in EMIs spread over 1 month to 10 months as per the following terms:
- a. One Time Payment (20% discount)
 - b. 5 months EMI (10% discount)
 - c. 10 months EMI (No discount)

4.6. **Approved Bank Account:** Within 7 days (Seven) from the date of joining the student in the employed company, the Student agrees and acknowledges to provide the Company or the Company Agent with details of the bank account ("**Approved Bank Account**") in which the salary will be credited. If for any reason, including in case of a change in employment or address, the Students wishes to change the Approved Bank Account to another bank, the Student shall be required to provide the Company or the Company Agent with prior notice of 30 (thirty) days of the requested change and such details for the proposed replacement account as may be reasonably requested. The Student agrees and acknowledges that in case he/ she secures an Employment which is outside the purview of the placement opportunities being offered by the Company, then in such case, he/ she shall undertake to provide the Company with the copies of all bank statements being linked to their permanent account number in relation to such Employment on a quarterly basis.

4.7. **Payment Terms Amendment:** The terms of payment and the process of collection of the Fixed Income Share as set out in this clause 4 may be amended from time to time by the Company at its sole discretion.

5. PREPAYMENT AMOUNT

5.1. **Prepayment Amount:** The Student shall have the right to pay in full the Fixed Income Share payable to the Company at any time during the Payment Term by paying the Prepayment Amount, as satisfaction in full of the payment obligations of the Student under this Agreement. Provided further that in case the Student makes the payment of the Prepayment Amount, as satisfaction in full of the payment obligations of the Student under this Agreement within a period of one month from the

Vishal Chavhan

→
Please mark one of the
options given here to
make the payment

date of securing Employment, then, he/ she shall have the right to claim a discount on the Fixed Income Share, which will be determined at the sole discretion of the Company. It is hereby clarified that the Student shall have no right to claim any such discounts from the Company in case of payment of the Prepayment Amount by the Student after the expiry of the aforementioned period of one month.

6. ADDITIONAL PROVISIONS AFFECTING PAYMENTS

- 6.1. **Limit on similar arrangements:** The Student agrees and acknowledges that during the Term of this Agreement, he/she has not and shall not enter into any similar arrangements as that of this Agreement with any other Person.
- 6.2. **International Work:** In the event that the Student moves out of the territorial boundaries of India during the Payment Term for employment opportunity, the Student agrees and acknowledges that he/she shall pay the entire Fixed Income Share to the Company prior to leaving the territorial boundaries of India.
- 6.3. **Monthly Tests:** The Student agrees and acknowledges that as part of the Training Program, the Company shall conduct tests on a monthly basis ("**Monthly Tests**") to test the preparedness of the Student. In the event that a Student: (i) fails in the Monthly Tests; or (ii) fails to appear in the Monthly Tests, such Student will be given another chance to pass the failed or un-appeared Monthly Test by appearing in a re-test ("**Re-test**"). If the student fails in the re-test or fails to appear in the re-test then the company can at its sole discretion transfer such student in another batch ("**Transferred Batch**") which started later than the student's existing batch or going to start in future, for the purpose of learning the topics again in a better way. This process can happen two times, **that means**, total 2 free batch transfers are allowed.

If the student doesn't want to take any batch transfer then at the sole discretion of the company the student will be expelled from the training program and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses inter alia, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.

Once the student has taken the 2nd time batch transfer, then in the new batch, if the student fails in the monthly test or fails to appear in the monthly test, then another re-test will be conducted. If the student fails to appear in the re-test then on the grounds of insincere efforts the student will be expelled from the batch and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses inter alia, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses. If the student fails in the re-test then at the sole discretion of the Company, such student will be expelled from the training program, and at this time if the student is found to be in breach of the Income Share Agreement then the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses inter alia, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.

- 6.4. **Project Work:** The Student agrees and acknowledges that as part of the Training Program, it is required to work on Software Development Projects for better learning. There will be 2 projects in this training program near the 3rd and 6th month of the training period. In these projects, among various things to complete, there are 2 important requirements.
- a) The student will be required to write & submit the source code for the project.
 - b) The student should submit a report for the project.

For the 1st project, if a student fails to do any of the above-mentioned points a) & b) then the student will be expelled from the batch and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses inter alia, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses. After the successful encashment of the cheque, the Income Share Agreement document will be terminated.



In the 2nd project, if a student fails to do any of the above-mentioned points a) & b) then the student will be expelled from the batch and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses. The Income Share Agreement will continue to stand valid in this case.

- 6.5. **Final Placement Readiness Tests (FPRT):** The Student agrees and acknowledges that as part of the Training Program, the Company shall conduct interview readiness test prior to the Student appearing for Employment interviews ("**Final Placement Readiness Test (FPRT)**") to test the preparedness of the Student to appear for interviews with the Employer towards the end of the Training Program. In the event that a Student fails to appear in the Interview Readiness Test and in such case of non-appearance by the Student for the second time, then, the Company, at its sole discretion, shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses. However, the Student shall have the right to continue to be part of the Training Program and the Agreement shall continue to be valid.
- 6.6. **Expulsion Events:** It means the occurrence of any of the following events in relation to which the Company shall at its sole discretion have the right to expel the Student from the Training Program:
- (a) 3 (three) consecutive non-informed leaves by the Student in any of the live sessions conducted by the Company as part of the Training Program;
 - (b) having an overall attendance of less than 90% (ninety per cent.) of the Student in any live session conducted by the Company as part of the Training Program;
 - (c) lagging behind in the Training Program by: 4 (four) coding challenges; or (ii) 3 (three) assignments;
 - (d) breaching the code of conduct of the Training Program by the Student, *inter alia*, by way of practising plagiarism, cheating in the tests conducted by the Company, cheating in marking attendance in regular classes, misconduct with other Students or with the staff, employees, etc. of the Company, which in the sole opinion of the Company could have an adverse effect on the reputation of the Company.

If for any reason and at any time after the execution of the Agreement, the Student is expelled by the Company on account of any Expulsion Event mentioned above, then, the following conditions shall apply in case expulsion of the Student from the Training Program:

1. If the Student is expelled from the Training Program on account of the Expulsion Events within a period of 20 (twenty) weeks from the date of enrolment of the Student into the Training Program, then, in such case, the Company, at its sole discretion, shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.
2. If the Student is expelled from the Training Program on account of the Expulsion Events after completing a period of 20 (twenty) weeks from the date of enrolment into the Training Program, then, in such case, the Student shall be obligated to pay the full Fixed Income Share in accordance with the terms and conditions of this Agreement provided that the Student secures an Employment during the Completion Tenure. Additionally, the Company in its sole discretion shall have the right to execute the cheque for the ISA Breach Recovery to cover for the various expenses of the Training Program *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and course expenses and in such case the Company shall adjust the encashed ISA Breach Recovery against the remaining balance of the Fixed Income Share of the Student.
3. Without prejudice to the provisions of sub-clause 6.6(1) and 6.6(2) above, if the Student is expelled from the Training Program, and wishes to join the next batch, then, in such case the



Company shall at its sole discretion have the right to allow or disallow him/ her from enrolling to the next batch of the Training Program.

- 6.7. **Self Withdrawal or Drop off from the Course** - Registration is a continuous process at AttainU, beginning with the student's first day to register and continuing until the first day of classes for the course. Once the course begins, a student has several opportunities within, to drop a course, but different consequences apply at each stage. Before dropping this course, students should consult with their academic advisor. Dropping course not only affects a student's career but also may have consequences for financials.

Ceasing/stopping to attend classes or simply notifying the instructor does not constitute dropping this course. If a student wants to drop a course (or courses), s/he must formally/ officially drop the course(s) otherwise it may come under ISA breach. If a student can not continue a course for any reason must drop the course.

Slots	Tentative duration	The fee to be paid	Point of time when notice of withdrawal of Admission is received by AttainU
Slot 0	NIL	NIL	Before the commencement of the course
Slot 1	1 month	NIL	Slot 0 to 48 hours of 1st test or retest result declaration
Slot 2	2 months	30,000/-	Slot 1 to 48 hours of 2nd test or retest result declaration
Slot 3	3 months	50,000/-	Slot 2 to 48 hours of 3rd test or retest result declaration
Slot 4	4 months	50,000/-	Slot 3 to 48 hours of 4th test or retest result declaration
Slot 5	5 months	50% of ISA amount in a lump sum	Slot 4 to 48 hours of 5th test or retest result declaration
Slot 6	6 months	80% of ISA amount in a lump sum	Slot 5 to 48 hours of 6th test or retest result declaration
Slot 7	7 months	100% of ISA amount in a lump sum	Slot 6 to 48 hours of 7th test or retest result declaration



Slot 8	8 months	100% of ISA amount in a lump sum	Slot 7 to 48 hours of 8th test or retest result declaration
Slot 9	9 months	100% of ISA amount in a lump sum	Slot 8 to 48 hours of 9th test or retest result declaration

Registration Fee for this course is not refundable in case of drop out.

Submitted Original Pass certificates of 10th and 12th of the student will be returned after the drop off policy terms are followed and completed by the students.

If the student doesn't reach out to the company within 4 weeks of drop out then the company can't take responsibility of returning the documents.

- 6.8. **Waiver of Agreement due to Death or Total and Disability:** The Company, in its sole discretion, shall waive the amounts owed by the Student under this Agreement, including any past due amounts and fees, in the event of death or any disability of the Student. In the event that the Student asserts a waiver based on disability, then, he/ she shall need to provide documentation as evidence for such disability due to a condition that began or deteriorated after the date of signing this Agreement and that the disability is expected to be permanent.

7. **PLACEMENT POLICY**

The Student agrees and acknowledges that he/she has to abide by the placement policy of the company in accordance with which the placement process will be conducted at the end of the course. The placement policy is as follows -

7.1 **Introduction**

AttainU's Corporate Readiness Program is designed in a manner to help you make the best out of every market situation and achieve a good start in your career. The program provides advice and encouragement on how to assess your current situation and your professional opportunities and offers numerous tips on how to present yourself to the best of your advantage during the application and selection process.

These policies are made to protect the interest of all the participants (students, hiring partners and AttainU) and to execute the placements of AttainU graduates in a very seamless manner.

7.2 **Placement Workshops**

AttainU is designed to help you improve your chances to get yourself a right career opportunity and make you industry-ready. AttainU seeks to assist participants with professional development and career advancement process thus equipping you with the skills that are required for employment.

The list of proposed workshops is as follows:



Proposed Workshops	Value Proposition
Industry Insights Sessions	This will help students to explore Career Opportunities with Industry Practitioners sharing key insights on working in the software industry
The art of Learning	This will help build confidence in both spoken skills and for group collaboration and cooperation, find new ways of thinking, problem-solving and decision making etc.
Resume and Cover Letter Development	Nobody can ever underestimate how important it is to have a good resume. First impressions count, and the first impression that a potential employer will have of AttainU, is going to depend on how they present their resume.
Curating LinkedIn Presence	Importance of a LinkedIn profile can hardly be undermined. We will guide students for creating and improving their LinkedIn profiles via Rock your Profile session.
Off-Campus Job hunting	Applications for Better Opportunities. Jobs never fall from the sky! Every individual is supposed to work harder and make endless efforts in order to secure a high prospective job. Besides struggle and determination, applying for jobs is also important for better employment opportunities.
Aptitude/Reasoning/Logical Analysis	It's now a common practice for campus recruiters to conduct tests in these specific areas to gauge student ability. A one-hour session to guide the students for Aptitude preparation.
Negotiating Salary: How to ask for a higher salary?	Compensation is an important benchmark on how the institutions are perceived amongst industry and prospective students. Hence, training and helping our current students ask and get better salaries is paramount.

7.3 Eligibility

AttainU would facilitate final placement of its students undergoing the Software Engineering Programme basis fulfilling the below-mentioned criteria:

1. Successfully completed the Final Placement Ready Test/Course with 70% marks or higher in each module, and with all the projects and assignment submission.
2. Successfully submitted the duly verified ISA with the guardian's consent. The permanent address and phone number should be mentioned over there, with a valid ISA Breach Recovery cheque issued by



the guardian maintaining a good cibil score.

3. Satisfactory conduct with no disciplinary action throughout the program.
4. Good attendance record in their courses and has good participation in Course Activities (AMA Sessions/ Mentor Reviews/ Project Discussions/ TA sessions etc).
5. 90% attendance in the proposed Full-Time course conducted as part of AttainU's ISA program.
6. AttainU will attempt to find suitable job opportunities based on the location for students, but to make the best use of the opportunity and to deliver the minimum salary promised (5 LPA) to the enrolled student, the student should be open to relocate to Bengaluru, Delhi (including NCR), Mumbai, Hyderabad, Pune.
7. Graduating students who wish to pursue their startup/agency/freelancer ambitions instead of seeking placements may seek deferment from the placement process by obtaining formal approval from AttainU's Placement head in the month in which the applicable placement process starts, and close the ISA by paying 75% of the Course Fee within 30 days of receiving a formal approval.
8. AttainU will attempt to find suitable opportunities for deferred-students who return to request placement support within 12 months of their graduation date. Placement support for such students will be made on a best attempt basis without any assurances or guarantees.

7.4 General Guidelines

The Placement Committee of AttainU is responsible for operationalizing the Placement Process. At the commencement of each batch, each participating batch will constitute a Placement Committee consisting of representatives from the placement office, students and a faculty member to be nominated by the core body.

1. AttainU will facilitate the placement of all the eligible students who are validly enrolled in the respective programmes.
2. All students who are eligible and require placement assistance must fill a Placement registration form.
3. Once registered, each student must participate in the placement activities and should be immediately available to join the company.
4. Students wishing to opt-out of the placement assistance can do so by signing the declaration.
5. AttainU's placement involves interacting with external entities/people. It represents a significant opportunity for creating goodwill and esteem for the student and AttainU. The participating entities view the student as an ambassador of AttainU. Students are therefore cautioned to display civility and good professional conduct while interacting with the external entities. If any student is found to be in violation of the professional code of conduct, he/she is liable to be debarred from placement assistance.
6. All participating students are required to be present online/offline on all days of placement-related activities/interview in semi-formal attires. For male students, this means a shirt/t-shirt and full-length jeans/trousers, and for female students, this means a shirt/t-shirt and full-length jeans/trousers or sarees or Indian suits.
7. It is the student's responsibility to follow all deadlines arising out of the placement processes. For this purpose, the student must regularly check the emails, messages, or notices from the online portal, Slack, and comply with the actions as required within the indicated timelines. Non-adherence to the



timelines may lead to denial of the subsequent process outcomes such as interviews etc.

8. Students are required to keep a track of the communications regarding the companies with Job opportunities. If a student is eligible as per FPRT result and location, and chooses not to apply for three (3) consecutive job postings, then it may validly imply that the student is not interested in pursuing the placement assistance process. In such cases, the student will be denied further placement assistance.
9. For securing a job, a maximum of four (4) attempts of selection rounds will be allowed after qualifying the FPRT (Final Placement Ready Test). If a student fails to obtain a confirmed job offer after appearing for a selection interview of four (4) organizations, then he/she will temporarily opt-out of the placement assistance and will be put into the interview preparation track till he/she qualifies the FPRT again.
10. All job offers via AttainU partners must come through the Placement Office. Direct offers to students will not be permitted, if students receive any such direct offer, he/she will inform the placement team about the same within 24 hours.
11. AttainU follows one student, one job offer policy. So, it becomes mandatory for the student to accept the first job offer letter. Upon receiving the first job offer, the student will be automatically considered as placed and removed from the list of students awaiting job offers.
12. Students are expected to behave professionally with all employees of AttainU. Any misconduct, misbehaviour, non-maintenance of decorum would be dealt with seriously and could lead to disqualification from all Placement related assistance from AttainU.
13. In case the student finds a suitable opportunity by themselves (Internship, Full-Time Job), he/she must have to inform the placement team within 24 hours and seek for the written permission to join the company from AttainU. Failed to do so will be considered as a breach of the ISA. Such cases are to be approved on a case to case basis, depending on the student's profile, location, interest, ISA execution, etc.
14. Student agreeing to Salary Less than 5 LPA
 - a. AttainU assists students to achieve maximum CTC as per their potential and performance in the course and the interview but in case if the student wants to start their career with less than 5 CTC, the student must have to take written permission of the placement team before applying or joining such jobs.
 - b. Also, if the student wants to take a job earning less than 5 LPA then the students needs to pay AttainU an amount equal to 20% of the salary for two years, else they need to keep applying for 5LPA+ jobs for the ISA duration.
 - c. Also, during negotiation in the interview, the student has to make best efforts to negotiate a salary which is 5 LPA+, if the student ask for a salary less than 5 LPA, then this will be an ISA breach.
15. AttainU maintains a very high standard and reputation with the hiring partners, it represents a significant opportunity for creating goodwill and esteem for the student and AttainU. Therefore once a student joins a company, he/she is not allowed to leave or switch the job within 3 months of the joining date prior discussing the same with AttainU and taking the written permission of the placement team without affecting the ISA terms.
16. Students must follow the below-given timelines for the placement & ISA activities:

Activity	Within
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Offer Letter Submission to AttainU	24 hours of receiving
Students Profile & Resume Submission	15 days of notice by the placement team
Salary slip submission	5 days of receiving the first salary
KYC documents	5 days of notice by finance partners
ISA execution Documents Signing	2 days of receiving

17. If the students joins any company for any job/internship at any salary without informing AttainU. It will be a breach of this agreement.
18. Offer letter agreement and any other document needed has to be shared irrespective of the salary and nature (full-time, part-time) of job.
19. Black Listed Companies
 - a. A student can not join a company which has been blacklisted by AttainU for the duration of the ISA.
 - b. The list of blacklisted companies will be updated by AttainU from time to time at its own discretion based on multiple factors including its relationship with the company
 - c. Once a company is in the blacklisted list, then any AttainU graduate cannot join that company within the ISA duration. In the case, if the student joins the company before the company is blacklisted, then this case is exempted.
20. If a student is not replying to AttainU agents/staff members over email even after 6 days of followup it can be construed as a breach of ISA
21. The student is not allowed to take up a non-software engineering job in the ISA duration without written consent from AttainU.

7.5 Placement Process

AttainU will follow a rolling placement process starting after the course completion for every batch. The placement process will have the flexibility to accommodate the needs of recruiting organizations. It will broadly comprise of the following steps:

1. Recruiting companies will inform the AttainU about their requirements, role descriptions, eligibility norms and some companies reveal the remuneration packages being offered.
2. These details will be shared with students through the Placement Coordinate.
3. Resumes of eligible and/or profile matching students will be sent to the recruiting organization, basis which the company will notify a shortlist of students.
4. Shortlisted students will be informed about the selection process which may include one or more of the following: Personal or online Assessment, Telephonic interview, Case Discussion, Group Discussion, Multiple rounds of Interviews. These may be conducted face to face if students and the company



are in the same city or by some other alternatives like Zoom / Skype / Hangout as recommended by the recruiters.

5. Students may be required to go to the company's office or other pool campus locations for final placements as may be decided by the company.
6. Students can withdraw his/her candidature before the AttainU's placement activities start. Once the AttainU's placement process commences, students will not be allowed to withdraw. Any withdrawal will result in permanently debarring the student from the placement assistance process and will be considered as the breach of the ISA. The same is valid for the placement activities being conducted by an individual company.
7. It shall be mandatory for short-listed students to appear for the interview. Absence from the interview would result in debarring such student(s) from the placement assistance process.
8. In the event of students appearing for multiple recruiting companies' selection process for final placement, it would be mandatory for the student(s) to accept the first offer and join that company.
9. If a student gets a pre-placement offer (PPO) from an Organisation, he/she will be considered as campus placed and will not be eligible for further placement assistance from the University.
10. Self Application
 - a. Along with the companies which are coming through AttainU, the student also has to self-apply and keep AttainU informed of the progress on the same, to min. 5 relevant (5LPA+ jobs) companies every day during the ISA period till the time they get a 5 LPA+ job
 - b. They will be required to send AttainU any information pertaining to the same as and when asked.

7.6 Early Joining

1. Companies may indicate early joining in their offer letters. Such cases must be reported to the placement team.
2. At present, AttainU does not have an explicit policy for early joining. AttainU does not encourage early joining for Full time or Internship as it involves loss of academics which may potentially lead to incomplete coursework and withholding of the program. However, such early joining may be permitted depending on the merits of the case. In all circumstances, the student would be allowed to join early only if recommended by the respective instructor head and approved by the core body.
3. If allowed, he/she would have to submit the job offer letter and shall coordinate for the ISA execution.
4. AttainU reserves the right to change/modify any or all of the above-mentioned rules/regulations and procedures, whenever it is deemed necessary to do so.

7.7 Post Placement Process

Course Fee Payment Timelines (Post Placement)

- After being selected and joining in a company, student must make the first payment towards the course fee within 1 week of the first salary received.
- The student must get onboarded onto a course fee payment plan within 1 week of receiving the first salary in their account
- The student must decide the payment plan they want to choose within 1 week of joining the company



- The student must send AttainU the offer letter within 1 week of receiving the offer letter

8. **ISA BREACH RECOVERY FOR FIXED INCOME SHARE**

- 8.1. To secure the obligation of the Student under this Agreement, the Company shall have the right to
- (a) take from the Confirming Party/Co-Applicant an undated cheque drawn in favour of the Company for an amount equivalent to INR 50,000 (Indian Rupees Fifty Thousand only).
 - (b) take from the student his/her 10th and 12th original pass certificates

Documents mentioned above (in 8.1 a & 8.1 b) will be sent by the student to the address mentioned by the company along with this Income sharing agreement at the time of taking admission into this course.

- 8.2. If the Earned Income of the Student is equal to or more than the Minimum Annual Income but he/she does not pay and/or wilfully defaults on the Fixed Income Share, the Confirming Party hereby unconditionally, absolutely and irrevocably guarantees to pay to the Company or Company Agent the Fixed Income Share less the Monthly Payments, already paid, if any, within 30 (thirty) days from date of the demand without demur or protest.
- 8.3. The Confirming Party further guarantees the full and punctual performance, observance and discharge by the Student in respect of all its obligations under this Agreement, including without limitation, payment of Monthly Payment, subject to the Student securing the Employment with the Minimum Annual Income. The Confirming Party further undertakes 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 Student in respect of all his/her respective obligations under this Agreement.
- 8.4. The Confirming Party further agrees and acknowledges that in the event that: (i) in case the CIBIL score of a Student is not up to the mark as may be determined at the sole discretion of the Company; or (ii) in case of any default or issue with the Student's name, then, the Company may at its sole discretion require the Confirming Party to execute the Agreement other than any other documents as set out in clause 8.3 above. The Student/ Confirming Party further agrees and acknowledges that any such requirements shall be conveyed in writing by the Company to the Student/ Confirming Party on a case to case basis throughout the duration of the Training Program as CIBIL keeps on updating from time to time.
- 8.5. The liability of the Confirming Party in this Agreement is a continuing guarantee and undertaking which shall remain in force until all of the obligations and liabilities of the Student under this Agreement have been fulfilled to the sole satisfaction of the Company.
- 8.6. This is for the information of Students and its confirming party that the cheque given as ISA Breach recovery if gets bounce in the bank, then it is a non-bailable criminal offence as defined under Section 138 of the Negotiable Instrument Act.
- 8.7. This is for the information of Student that Misrepresentation of guardian/confirming part's information (name, sign, cheque, phone number) will be a breach of this ISA.

9. **REPRESENTATIONS & WARRANTIES**

- 9.1. By entering into this Agreement, the Student hereby represents and warrants to the Company as follows:
- (a) that he/ she is entering into this Agreement in good faith and with the intention to pay the Company or Company Agent by making Monthly Payments when due;
 - (b) that all the information that is provided to Company in connection with entering into this Agreement is true and accurate and that he/ she has not provided any false, misleading or deceptive statements or omissions of fact;
 - (c) that he/ she has never been convicted of a felony or of any crime involving dishonesty or breach of trust under Applicable Laws;



- (d) that he/ she is not contemplating bankruptcy and he/ she have not consulted with an attorney regarding bankruptcy in the past 6 (six) months;
- (e) that he/ she is a citizen of India and has the legal right to work in India;
- (f) that he/ she will make best efforts to seek Employment immediately following completion of the Training Program and to continue to remain employed during the Payment Term; in case of any issue, the student should abide by the terms in the placement policy;
- (g) that he/ she will timely and fully provide all information and documentation required under the terms of this Agreement including the obligations set out in clause 10 below or as reasonably requested by Company (including any assignee of Company) or the Company Agent, and that such information or documentation shall be true, complete, and accurate;
- (h) that during the Payment Term he/she shall file all tax returns under Applicable Laws and reports as required by Applicable Law, which shall be true and correct in all material respects, that he/ she shall report all the Earned Income on such returns, and that he/ she shall pay all taxes and other assessments when due;
- (i) that he/ she shall keep accurate records relating to the Earned Income for each year of Payment Term; and
- (j) that he/ she shall retain all such records for a period of at least 1 (one) year following the Payment Term.
- (k) Since the guardian/confirming party is a part of the agreement, AttainU can be reaching out to the guardian at different points in the course and course fee payment. The student agrees to extend complete timely cooperation towards the same.
- (l) A fair Code of conduct is accepted from the student - at all times, with all representatives of AttainU. A warning will be given the first time, second time incident will be construed towards a conscious attempt to avoid abiding by the ISA by escaping speaking to AttainU (or it's agent(s))
- (m) AttainU retains the right to use the student name, placed company and related information for its internal as well as marketing purposes.
- (n) Student should retain a copy of the ISA with them before sending it to AttainU. Once the ISA is sent to AttainU then it will be deemed as finalized. AttainU does not have the liability or obligation to send a signed copy of the ISA back to the student.
- (o) At the end of the ISA period, a photo of the cancelled cheque will be sent to the student. AttainU does not have the liability or obligation to physically send the Cancelled Cheques back to the student.
- (p) Apart from the case which falls under the Drop off policy (clause 6.7), if student breaches the ISA at any point then it will result in encash of the ISA Breach recovery cheque and student will be entitled to pay the entire ISA amount to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.

9.2. The Company represents and warrants to the Student as follows:

- (a) **Confidentiality:** The Company agrees that all Employment or financial information of the Student and any non-public records or information provided to the Company pursuant to this Agreement is personal and confidential information. The Company further agrees not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or use personal or financial information concerning the Student or his/ her Employer for any purposes other than (i) as expressly authorized herein in this Agreement; (ii) as incidental to performance of this Agreement, including providing confidential information to any assignee of this Agreement; or (iii) to enforce its rights under this Agreement.



- (b) **Security:** The Company and the Company Agent 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 Student.

9.3. **BREACH AND REMEDIES**

- (a) **Breach:** The Company may deem the Student to be in breach under this Agreement ("**Breach**") upon 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 the Company has informed the Student in writing about the Breach: (i) failure to make any Monthly Payment that is due under this Agreement, in full and on time; or (ii) breach of any obligation/covenants or violation of any other provision of this Agreement by the Student; or (iii) occurrence of any of the events set out under clauses 6.6(1) or 6.6(2) above.
- (b) **Remedies upon Breach:** Without prejudice to other rights and remedies available to the Company under this Agreement and the Applicable Law, upon Breach other than the occurrence of a Breach under clause 6.6(1) above: (i) the Student shall be liable to pay immediately upon demand from the Company the Prepayment Amount; (ii) the Company shall have the right to: (A) enforce all legal rights and remedies in the collection of Fixed Income Share/ Monthly Payment and related fees; and (B) encash the undated cheques as more particularly set out in clause 8.1 a above; or (iii) utilize any combination of these remedies. Provided, however, if the Breach relates to the event provided under clause 6.6(1) above, then, the Company shall have the right to only exercise its remedy under sub-clause (ii) (B) above i.e. to encash the undated cheques. Additionally, the Student agrees to pay the court costs, reasonable attorneys' fees' and other collection costs related to the Breach to the extent permitted by Applicable Law.
- (c) **Equitable Remedies:** If the Company is of the opinion that money damages are not a sufficient remedy for any particular Breach of this Agreement, then the Company 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 the Company.

10. **CONSENT TO CREDIT & INCOME VERIFICATION; CREDIT REPORTING; STUDENT INFORMATION; ADDITIONAL RIGHTS OF THE COMPANY.**

- (a) In connection to availing the services of the Training Program and entering into this Agreement, the Student hereby authorizes the Company, the Company Agent, or a prospective assignee of this Agreement (each, an "**Authorized Party**") to obtain/report his/her credit report, verify the information provided to the Company, and gather such additional information that an Authorized Party reasonably determines may help that Authorized Party assess and understand the ability to perform his/ her obligations under this Agreement. The Student agrees and acknowledges that an Authorized Party may verify the information and obtain additional information using a number of sources, including, but not limited to, consumer reporting agencies, other third party databases, past and present Employers, other school registrars, public sources, and personal references provided by the Student. In the event that the Student wishes to understand if whether or not an Authorized Party obtained a credit report, then, the name and address of the consumer reporting agency that furnished the report shall be intimated to the Student. The Student further authorizes an Authorized Party for sharing the credit report and information of himself/ herself therein with its assigns or affiliates (including but not limited to its parents, investors, and lenders), which the Authorized Party shall do using reasonable data security procedures including but not limited to the Credit Information Bureau Limited (CIBIL) score. The Student along with his/ her guarantor (including but not limited to its parents, investors, and lenders) shall undertake all steps and shall make best efforts to maintain credit worthiness and a CIBIL score within the range of 700-750 during the Payment Term. In case the student does not pass the credit assessment of the Authorized Party/NBFC, then they would have to submit their guardian's documents and make the guardian a co-applicant on the NBFC loan.
- (b) The Student hereby authorizes the Company to use any and all information provided by him/ her, and any data derived from such information, for any purpose, including, without



limitation, creation of any additional products or services derived thereof. The Student disclaims any proprietary or monetary interest in any such additional products or services.

- (c) The Student agrees and acknowledges that in case the student chooses the option to make the payment to the Company Agent, the Company shall at its sole discretion may choose to extend a loan to a Student through an NBFC or any FinTech company of its choice such as Zest Money, Eduvanz, etc. In relation to such loan being advanced through the Company, the Student further agrees and acknowledges that the Company shall have the right to assign any Company Agent to a Student at its sole discretion and furthermore, such Student acknowledges that it shall be under the obligation to be flexible and to cooperate with such Company Agent being assigned to him/ her by the Company and shall have no right to interfere in the Company's decision in the assignment of such Company Agent for availing such loan and otherwise.
- (d) The Student agrees and acknowledges that in case the student chooses the option to make the payment to the Company Agent, the student shall at all times coordinate with the assigned Company Agent for the documentation and registration during the course of the Training Program and during the Term of the Agreement. The Company/ Company Agent shall also have the right to connect Students with their respective points of contact for the collection of the documents required to execute the Agreement. The Students further agree and acknowledge that they shall cooperate with their respective points of contact for the submission of documents which shall be communicated to the Students in the beginning of the Training Program for smooth execution of the Agreement.
- (e) The Student agrees and acknowledges that it shall at all times provide all necessary information and sign the relevant documents including but not limited to Permanent Account Number (PAN) Card, Aadhaar Card, offer letter for Employment, salary slip in relation to the Employment, bank statements etc. in case it is required by the Company Agent for collection of payments from the Student as per the terms of this Agreement. Also, The Student agrees and acknowledges that it shall at all times provide all the necessary documents of the co-applicant/confirming party of this agreement and co-applicant should sign on those, including but not limited to Permanent Account Number (PAN) Card, Aadhaar Card, salary slips, bank statements . In case of any failure of the Student to comply with the provisions of clauses 10(c), 10(d) and this clause 10(e), then, such Student shall have deemed to violate the terms of the Agreement and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.
- (f) The Company shall have the right to amend, *inter alia*, the course structure, delivery, curriculum, instructors, mentors of the Training Program from time to time at its sole discretion.
- (g) The Company has provided the Student with the placement policy of the Company in relation to the Training Program and shall have the right to amend such placement policy at its sole discretion from time to time.
- (h) The Student agrees and acknowledges that the placement policy of the Company as mentioned in clause 10 (g) above shall only form as an incentive for the Training Program and the Company shall not in any way deemed or construed for assuring any guarantee for placements of Employment for the Student and shall not be held responsible under any circumstances for such placements.
- (i) The Student agrees and acknowledges that in case he/ she secures any placement opportunities being offered as part of the Training Program through the Company and pursuant to which the Student fails to appear for two sessions of interviews/ assignments / quizzes being conducted by the companies offering such placement opportunities, then, the Company shall have the right to expel such Student from the Training Program and the Agreement shall be terminated accordingly. It is further clarified that in case of any failure of the Student to comply with the provisions of this clause 10(i), then, such Student shall have deemed to violate the terms of the Agreement and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into



the Training Program, counselling, course preparation and other course expenses apart from the aforementioned right of the Company to expel the Student from the Training Program.

- (j) The Student agrees and acknowledges that he/ she may have to relocate to any city in India for Employment since he/ she recognises that it is highly inconvenient and less probable to secure the best opportunities for Employment in the home city or any preferred city of a Student. Provided however that, the Company agrees and acknowledges that it shall primarily consider the home city or the preferred city in India for Employment of a Student but in case there is no good opportunity for Employment in the home city/ preferred city of such Student, then, he/ she shall be open to seek opportunities for Employment in other cities of India. In case of any failure of the Student to comply with the provisions of this clause 10(j), then, such Student have deemed to violate the terms of the Agreement and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.
- (k) The Student agrees and acknowledges that the Company shall be allotted a time period of twelve months from the date of completion of the Training Program for arranging interviews for Employment with the Students. The Student further agrees and acknowledges that during the aforementioned period of twelve months, the Students shall not be allowed to consider any Employment opportunities in any sector other than in the Information Technology (IT) sector and shall only focus on preparation and interviews being arranged by the Company as part of the Training Program including the Monthly Tests and the Interview Readiness Test or otherwise. In the event that a Student intends to move to some sector other than the IT sector or opt out of placements for Employment provided by the Company due to any reason during the aforementioned period of twelve months, then, such Student shall have deemed to violate the terms of the Agreement and the Company shall be entitled to encash the cheque for the ISA Breach Recovery to cover for the various expenses *inter alia*, enrolment of the Student into the Training Program, counselling, course preparation and other course expenses.

11. LIMITATION OF LIABILITY

Under no circumstances the Company or the Company Agent shall be liable to the Student for any loss of loss of Employment, lost income or profits, consequential, exemplary, incidental, indirect, or special damages, even.

12. RETAINED RIGHTS

The Parties agree that no Breach or termination of this Agreement shall affect the validity of any of the accrued obligations of the Student owing to the Company under this Agreement. Notwithstanding anything to the contrary contained anywhere else in this Agreement, the Company or any Person to which this Agreement is assigned shall retain all rights to enforce the obligations of the Student under this Agreement, including the right to receive the full amount of the Fixed Income Share owing hereunder based on the Earned Income during the Payment Term.

13. OWNERSHIP OF DATA

- 13.1. The Student agrees and acknowledges that the Company shall become the owner and shall have the right to collect or store any information or data being furnished by the Student in relation to the Training Program in electronic form or in physical form at its sole discretion. Such information or data furnished by the Student to the Company shall be subject to the terms and conditions set out in the privacy policy and the terms and conditions of the Company which has been duly accepted and acknowledged by the Student prior to signing of this Agreement.



14. **SURVIVAL**

Notwithstanding anything to the contrary in this Agreement, the provisions of clauses 4 (*Payment Terms*), 6 (*Additional Provisions Affecting Payments*), 9 (*Representations & Warranties*), 9.3 (*Breach & Remedies*), 11 (*Limitation of Liability*), 12 (*Retained Rights*), 14 (*Survival*), 17(*Confidential Information*), 23 (*Dispute Resolution*) and 25 (*Governing Law*) shall survive termination of this Agreement.

15. **TERMINATION**

15.1. This Agreement can be terminated by the Company upon the occurrence of the following conditions:

- (a) Upon full payment of the Fixed Income Share
- (b) waiver of the Agreement on account of death or disability of the Student in accordance with the terms more particularly set out in clause 6.8 above; and
- (c) if the Student is expelled from the Training Program pursuant to clauses 6.6 (a) and 6.6 (b) above;
- (d) if the Student withdraws from the Training Program pursuant to clauses 6.7 above;

14.2 Notwithstanding the termination hereof, the Student shall be obligated to fulfil all its obligations under this Agreement and the Company shall continue to be entitled to exercise all its rights and remedies under this Agreement.

16. **CONSEQUENCES OF TERMINATION**

16.1. Termination of this Agreement for whatever reason shall be without prejudice to the rights, obligations and liabilities of either Party then accrued due, nor shall termination affect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force at or after termination.

16.2. Upon termination of this Agreement, any charges due from the Student to the Company, howsoever arising, which are unpaid, shall remain due and payable in accordance with the terms provided for by this Agreement.

17. **CONFIDENTIAL INFORMATION**

17.1. Each Party undertakes that it shall not, during the Term of this 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.

17.2. Each Party shall, forthwith upon termination of this 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.

17.3. For the purposes of this clause, "**Confidential Information**" means, in relation to a company to which this clause applies, all information relating to the business, customers, financial or other affairs of that company which is not in the public domain.

18. **WAIVER**

18.1. A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which it is given.

18.2. No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such



right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 18.3. No breach of any provision of this Agreement shall be waived or discharged except with the express prior written consent of the Parties.

19. **ENTIRE AGREEMENT**

- 19.1. This Agreement along with the other documents executed by the Student constitutes the entire and only agreement between the Parties relating to the subject matter of this.

- 19.2. Each Party acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor has it been given, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as expressly set out in this Agreement and, to the extent it has been, it unconditionally and irrevocably waives any claims, rights and remedies which it might otherwise have had in relation thereto.

- 19.3. The provisions of this clause shall not exclude any liability which any of the Parties would otherwise have to the other or any right which either of them may have to rescind this Agreement in respect of any statements made fraudulently by the other prior to the execution of this Agreement or any rights which either of them may have in respect of fraudulent concealment by the other.

20. **COSTS**

Save as expressly otherwise provided in this Agreement each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

21. **TAXES**

All payments required to be made by the Student under or pursuant to this Agreement is inclusive of all the Taxes.

22. **NO PARTNERSHIP**

Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute a partnership, association, joint venture or other co-operative entity.

23. **DISPUTE RESOLUTION**

- 23.1. In the event of a dispute or difference between the Parties arising out of or relating to this 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.

- 23.2. 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.

- 23.3. The seat and venue of arbitration shall be Bengaluru, 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.

24. **NOTICES**

- 24.1. Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by facsimile or prepaid registered post with acknowledgment to the addresses mentioned in the description of the Parties.

- 24.2. The notices shall be deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery at the address of the relevant Party;



- (b) if sent by registered post, 15 (Fifteen) Business Days after the date of posting; and
- (c) if sent by facsimile, upon receipt of the transmission report;

provided that if, in accordance with the above provision, any such notice, demand or other communication would otherwise be deemed to be given or made after 5.00 p.m. such notice, demand or other communication shall be deemed to be given or made at 9.00 a.m. on the next Business Day.

24.3. A Party may notify the other Party to this Agreement of a change to its name, relevant addressee, address or fax number for the purposes of clause 24.1 provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than 5 (five) Business Days after the date on which notice is given, the date falling 5 (five) Business Days after notice of any such change has been given.

25. **GOVERNING LAW & JURISDICTION**

25.1. This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of India.

25.2. Each of the Parties to this Agreement irrevocably agree that the courts of Bengaluru shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement and, for these purposes, each Party irrevocably submits to the exclusive jurisdiction of the courts of Bengaluru.



FOR ADMINISTRATIVE PURPOSES ONLY

As per the discounts options provided by the AttainU Team to the student, the student has agreed to choose one of the following ISA based payment options:

Option 1. Total Fee - 2,30,000

Fee Breakup: Registration Fee - Rs. 30,000 + GST & Tuition Fee - Rs. 2,00,000

Option 2. Total Fee - 2,10,000

Fee Breakup: Registration Fee - Rs. 40,000 + GST & Tuition Fee - Rs. 1,70,000

Option 3. Total Fee - 1,90,000

Fee Breakup: Registration Fee - Rs. 50,000 + GST & Tuition Fee - Rs. 1,40,000

IN WITNESS WHEREOF the Parties have set and subscribed their hands in the manner as appearing herein below on the date first above written on this Agreement.

SEALED, SIGNED AND DELIVERED)

by the within named "Company")

LEETU EDUCATION SERVICES PRIVATE LIMITED)

Through its authorized representative and)

signatory)

.....)

in the presence of:)

.....)

SEALED, SIGNED AND DELIVERED

by the within named "Student"

Vishal Singh Chauhan

Vishal Chauhan

Student's name and sign
required here.

in the presence of:

Paras Nath Chauhan

Confirming Party's name
required here

at place:

Kanpur, U.P.

SEALED, SIGNED AND DELIVERED

by the within named "Confirming Party"

Paras Nath Chauhan

Paras Chauhan

Confirming Party's name
and sign required here

in the presence of:

Vishal Singh Chauhan

Student's name
required here

at place:

Kanpur, U.P.