

AFFILIATE PROGRAM AGREEMENT

These terms of this agreement (“**Agreement**”) describe the terms on which the affiliate (“**You**” or “**Affiliate**”) interested in registering for the referral program owned and operated by **EKEEDA PRIVATE LIMITED** (“**Company**”).

The Affiliate and Company shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”, as the context may require. The Company shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns.

Please read the terms of this Agreement carefully before using the Platform or registering on the Platform or accessing any material or information through the Platform. By clicking on the "**I Accept/Submit**" button, you accept the terms of this Agreement and agree to be legally bound by the same.

Use of and access to the Platform is offered to you upon the condition of acceptance of all the terms, conditions and notices contained in this Agreement, along with any amendments made by Company at its sole discretion and posted on the Platform from time to time.

WHEREAS:

- A. Company is engaged *inter alia* in the business of providing online educational services through the platform/Platform www.ekeeda.com (“**Platform**”);
- B. “**Ekeeda Student Mentorship Program**” or the “**Program**” is an affiliate marketing program in which an Affiliate earn referral rewards through subscriber generation and conversion, directly through themselves, for the Platform.
- C. Through this Agreement the Company is willing to extend to the Affiliate the rights and benefits of participation in the Program based on his/her representation that he/she has the necessary expertise and requisite resources for providing marketing and promotional services as more particularly specified in **Annexure I** (“**Services**”).
- D. The Parties are now desirous of entering into this Agreement to document their mutual agreement and understanding regarding provision of the Services by the Affiliate.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:

- 1.1.1. “**Applicable Law**” shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, by-law, governmental approval, directive, guideline, requirement or other governmental restriction as may become applicable from time to time.
- 1.1.2. “**Confidential Information**” shall mean and include any and all information which is confidential to the Company including (i) any business information, business strategies and plans; (ii) any specifications, data relating to products, processes and procedures; (iii) advertising and

marketing plans or marketing information, data and/or material; (iv) any past, current or proposed development projects or plans for future development work; (v) any technical, marketing, financial and commercial information; and (vi) all Referral related information including any rates and discounts.

- 1.1.3. “**Effective Date**” means the date on which the Affiliate registers on the Affiliate Platform (as defined below).
- 1.1.4. “**Intellectual Property**” shall mean and include ideas, concepts, creations, discoveries, domain names, inventions, improvements, know how, trade or business secrets; patents, copyright (including all copyright in any designs and any moral rights), trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, Confidential Information, and other proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments. The rights of Intellectual Property mean and include (i) all rights, title and interest under any Applicable Law or common law including in any Intellectual Property or any similar rights, anywhere in the world, whether negotiable or not and whether registerable or not; (ii) any licenses, permissions and grants in any of the foregoing; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; and (iv) all extensions and renewals thereto.
- 1.1.5. “**Ekeeda Affiliate Tool Kit**” means Company’s training materials, product kits and business support literature provided to each Affiliate by the Company.
- 1.1.6. “**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law.
- 1.1.7. “**Referral**” means a customer who is referred to the Company by the Affiliate.
- 1.2. Interpretation: Except where the context requires otherwise, this Agreement shall be interpreted as follows:
 - 1.2.1. In addition to the above definitions, certain terms may be defined in the recitals hereto or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.
 - 1.2.2. All references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the Effective Date) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
 - 1.2.3. Words denoting singular shall include the plural and *vice versa*. Words denoting any gender shall include all genders unless the context otherwise requires.
 - 1.2.4. References to Recitals, Clauses or Annexures are, unless the context otherwise requires,

references to Recitals, Clauses or Annexures to this Agreement.

- 1.2.5. Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in permanent visible form.
- 1.2.6. The terms “include” and “including” shall mean, “include without limitation”.
- 1.2.7. The headings, sub-headings, titles, subtitles to Clauses, sub-Clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement or the Annexure, and shall be ignored in construing the same.

2. APPOINTMENT AND ARRANGEMENT

- 2.1. The Affiliate is hereby appointed as a non-exclusive marketing affiliate for the products available on the Platform (“**Products**”). The Affiliate shall direct potential Referrals to the Platform for purchase of the Products *via*: (i) direct or in-person approaches, (ii) any forms of electronic communication including such platform located at www.ekeeda.com (“**Affiliate Platform**”), or (iii) subject to Applicable Laws, sending electronic mails to any potential Referrals, using the unique uniform resource locator (URL) or Coupon code provided to the Affiliate by the Company for this purpose (“**Affiliate URL**”).
- 2.2. Any purchase of Product(s) made by a Referral directed by the Affiliate to the Platform through the Affiliate URL shall be eligible for the Service Fee if it qualifies as a ‘Qualified Purchase’. To qualify as a “**Qualified Purchase**”, the Referral should subscribe any of (a) ‘Academic Plan’, (b) ‘Competitive Exam Plan’, (c) ‘Professional Courses Plan’ (d) Skill based Courses Plan available on the Platform, or (d) any future plans introduced by the Company on its Platform.
- 2.3. It is further clarified that any refund or return of Products by any such Referral shall not be eligible to be classified as Qualified Purchase.
- 2.4. In order to facilitate the Affiliate’s advertisement of the Products on the Affiliate Platform, the Company may make available to the Affiliate data, images, text, link formats, widgets, links, and other linking tools, and other information in connection with this Agreement (“**Content**”).
- 2.5. The Affiliate agrees and acknowledges that the Company may appoint additional affiliates to promote the Platform and the Affiliate explicitly waives any claim in connection with such appointment(s) undertaken by the Company.

3. SERVICE FEES

- 3.1. The Company shall, by the 10th (Tenth) day of following month, pay the Affiliate service fees as detailed in **Annexure II** for the Qualified Purchases sold by the Company till the 30th (Thirtieth) day of the previous month (“**Service Fees**”), which shall be exclusive of any and all applicable taxes in accordance with the Applicable Law.
- 3.2. Service Fees shall only be payable for Qualified Purchases as may be determined by the Company using any internal electronic system implemented by the Company on the Platform and the Parties agree that such computation by the Company shall be binding on all the Parties.

4. RESPONSIBILITIES OF THE AFFILIATE

- 4.1. The Affiliate shall use best efforts to promote and solicit orders on the Platform from potential Referrals and direct potential Referrals to purchase directly from the Platform at such prices and other terms determined by the Company at its sole discretion.
- 4.2. The Affiliate shall at all times during the Term of this Agreement comply with all Applicable Laws in the performance of the Services including all advertisement and telecommunication laws.
- 4.3. The Affiliate is required to familiarize itself with the Business and Company's various services, sales techniques, sales aids, and other matters as provided in the Ekeeda Affiliate Tool Kit.
- 4.4. The Affiliate shall not indulge in any discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- 4.5. The Affiliate is strictly prohibited from undertaking the following actions without the consent of the Company:
 - 4.5.1. creating marketing materials or advertising, attempt to respond to media inquiries regarding the Company;
 - 4.5.2. undertaking or engaging in any other business activities with any other party; having business in the same line (horizontal or vertical) as of the Company during the Term of this Agreement and for a period of 2 (two) years thereafter;
 - 4.5.3. sub-contract or assign its rights or obligations under this Agreement to any third party;
 - 4.5.4. promote the Program or generate referrals at trade shows professional expositions or other sale forums;
 - 4.5.5. sending unsolicited commercial emails/communication unless such emails/communication are approved; and
 - 4.5.6. offering any Company products at a price less than those offered on the Platform and/or allowed by the company.
- 4.6. The Affiliate shall be solely responsible for paying taxes on the Service Fees he/she generates as an Affiliate.
- 4.7. The Affiliate agrees to notify the Company promptly of any actual, perceived or potential conflicts of interest which would affect the performance of this Agreement and take such remedial action acceptable to the Company to resolve such conflict.
- 4.8. The Affiliate shall be solely responsible for Affiliate Platform, including its development, operation and maintenance and all materials that appear on or within it, including but not limited to displaying the Content in compliance with this Agreement; creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on the Affiliate Platform, including all Product descriptions and other Product-related materials and any information the Affiliate includes with the Affiliate URL.

5. TERM AND TERMINATION

- 5.1. Unless terminated earlier in accordance with the provisions of this Agreement, this Agreement shall be valid for such period the Affiliate has been provided a digital account with the Company from the Effective Date ("Term"). This Agreement may be renewed for successive periods on mutually agreeable terms and conditions between the Parties.

- 5.2. The Company may terminate this Agreement forthwith with immediate effect in the event of the Affiliate's failure to successfully carry out its obligations under this Agreement to the satisfaction of the Company or in the event of any breach by the Affiliate of any terms of this Agreement.
- 5.3. The Company shall be entitled to terminate this Agreement without assigning any reason at any point in time during the Term of this Agreement.
- 5.4. Either Party may terminate this Agreement with immediate effect by a written notice of such termination to the other Party if (i) the other Party is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or (ii) if a receiver is appointed for all or a substantial portion of its assets and is not discharged within 60 (Sixty) days after his appointment; or (iii) such Party commences any proceeding for relief from its creditors in any court under any insolvency statutes.

6. LIMITED LICENSE

- 6.1. Subject to the terms of this Agreement and solely for the limited purposes of advertising Products on, and directing end users to, the Platform, the Company hereby grants the Affiliate a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license to (a) promote and direct marketing of the Products; (b) display the Content solely on the Affiliate Platform; and (c) use only those of the Company's trademarks and logos that the Company may make available to the Affiliate as part of the Content solely on the Affiliate Platform and in accordance with the instructions that may be communicated by the Company from time to time.
- 6.2. The license set forth in this Clause shall immediately and automatically terminate if at any time the Affiliate does not comply with any obligation under this Agreement, or otherwise upon termination of this Agreement. In addition, the Company may at any time terminate the license set forth in this Clause in whole or in part upon notice to the Affiliate. The Affiliate shall promptly (i) cease all activities in relation to promotion and marketing of the Products, and (ii) remove from the Affiliate Platform and delete or otherwise destroy all of the Content with respect to which the license set forth in this Clause is terminated or as the Company may otherwise request from time to time.

7. DISCLAIMERS

THE PLATFORM, ANY PRODUCTS AND SERVICES OFFERED ON THE PLATFORM, ANY AFFILIATE URL, LINK FORMATS, CONTENT, PLATFORM DOMAIN NAME, AND THE COMPANY'S AFFILIATES' TRADEMARKS AND LOGOS, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF THE COMPANY OR THE COMPANY'S AFFILIATES OR LICENSORS IN CONNECTION WITH THE AGREEMENT (COLLECTIVELY THE "**SERVICE OFFERINGS**") ARE PROVIDED "AS IS." NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES OR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE COMPANY AND THE COMPANY'S AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE

OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. THE COMPANY MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES OR LICENSORS WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, FLAWLESS AND ERROR FREE, OR FREE OF HARMFUL COMPONENTS. NEITHER THE COMPANY NOR ANY OF THE COMPANY'S AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR (A) ANY ERRORS, DEFECTS, FLAWS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING PLATFORM DISRUPTIONS OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, THE PLATFORM OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT.

8. COMPLIANCE WITH LAWS

The Affiliate shall at all times during the Term comply with all Applicable Laws in connection with the performance of the Services under this Agreement.

9. INDEMNIFICATION

- 9.1. The Affiliate shall indemnify the Company and its affiliates, directors, representatives and employees ("**Indemnified Parties**") against any and all damages, losses, fines, proceedings, actions, suits, fees, costs (including reasonable attorney's fee) or other claims arising out of, or related in any way to, any of its acts, errors or omissions, whether related to it, its employees, agents or representatives ("**Indemnifying Party**"), arising out of a breach of the terms of this Agreement, or negligence, fraud or wilful misconduct of Indemnifying Party, or any claim, demand, suit, action or proceeding brought by any end-user or other third party that involves, relates to or concerns a violation or other breach by the Indemnifying Party of any of the provisions of this Agreement (including, without limitation, any of the representations or warranties of the Indemnifying Party set forth in this Agreement) or the negligence, fraud or wilful misconduct of the Indemnifying Party or breach of Applicable Laws by the Indemnifying Party.
- 9.2. It is agreed by the Parties that the Company shall have the right, but not the obligation, to control all litigations and defend and/or settle any claim, against the Company and/or the Indemnified Parties or affecting their interests, in such manner as the Company may deem appropriate in its reasonable discretion, in each case without affecting the Company's rights under such indemnity.

10. LIMITATION OF LIABILITY

- 10.1. The maximum limit of the Company's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to the Affiliate or to any third party under this

Agreement, for any and all claims shall not in the aggregate exceed the amount equivalent to the Service Fees paid by the Company to the Affiliate in the preceding one (1) month.

- 10.2. In no event shall either Party be liable for any consequential, incidental or punitive loss, damage or expenses (including lost profits or savings) even if it was advised of their possible existence. The allocations of liability in this Clause represents the agreed and bargained understanding of the Parties.

11. CONFIDENTIALITY AND NON-DISCLOSURE

- 11.1. the Company may as a result of the relationship contemplated hereunder disclose to the Affiliate such Confidential Information as may be necessary to further the performance of this Agreement. It is clarified and agreed that this Agreement along with its Annexures shall constitute the Confidential Information of the Parties.
- 11.2. The Affiliate undertakes to the Company to (i) keep confidential the Confidential Information; (ii) not disclose the Confidential Information in whole or in part to any Person without the Company's prior written consent, except to the Affiliate's employees, agents and sub-contractors involved in the performance of this Agreement strictly on a confidential and need to know basis and provided that such employees, agents and sub-contractors are bound by the agreements of confidentiality which are at least as stringent as the provisions of this Agreement; and (iii) use the Confidential Information solely in connection with the performance of this Agreement.
- 11.3. The aforementioned confidentiality obligations will not extend to Confidential Information which:
- (a) is disclosed to employees, legal advisers, auditors and other consultants of the Affiliate on a need to know basis;
 - (b) is disclosed with the prior written consent of the Company;
 - (c) is required to be disclosed pursuant to Applicable Law or is appropriate in connection with any necessary or desirable intimation to the government or any regulatory authority;
 - (d) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior written notice to the Company;
 - (e) is freely available in the public domain before disclosure by the Company or becomes available in the public domain through no fault or negligence of the Affiliate or its employees or agents; and
 - (f) is independently developed by the Affiliate without recourse to the Confidential Information.
- 11.4. Upon request by the Company, the Affiliate shall deliver to the Company all documents and other materials in any medium in its possession or control which contain or refer to the Confidential Information. If the documents or other materials are not capable of being returned, the Affiliate shall destroy and certify the destruction of such documents and materials to the reasonable satisfaction of the Company. The Confidential Information disclosed under this Agreement shall remain confidential in perpetuity and shall survive the termination of this Agreement.

12. REPRESENTATION, WARRANTIES AND UNDERTAKINGS

12.1. *Representations and Warranties of the Parties:* Each Party represents and warrants to the other Party as follows (who, as a result, have been induced to enter into this Agreement and into the transactions contemplated herein):

- (a) execution and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation or by-laws of such Party and do not and will not conflict with or result in (a) a breach of or default under any indenture, agreement, judgment, decree, order or ruling to which such Party is a party that would materially adversely affect such Party's ability to perform its obligations under this Agreement; or (b) a breach of any Applicable Law;
- (b) it has the capacity to enter into this Agreement and to perform its obligations hereunder and acknowledges that the other Party has relied upon the completeness and accuracy of such representation, warranty and covenant in entering into this Agreement. The representative of the Parties executing the Agreement on its behalf is also adequately authorized to execute the Agreement and legally bind such Party to the terms contained herein; and
- (c) it shall comply with all Applicable Laws in the performance of its obligations and the exercise of its rights under this Agreement including without limitation any and all laws applicable to the Affiliate in relation to provision of the Services and direct and indirect tax legislations including service tax or any other statutory levies cess or duties, labour regulations and any other laws, rules, regulations or government orders which may be applicable to such Party.

12.2. In addition to the above, the Affiliate represents, warrants and undertakes to the Company that:

- (a) it is the legal and beneficial owner of the Intellectual Property used by it in the course of its business activities and provision of the Services or is sufficiently licensed to use and sub-license the same; and
- (b) it has been granted with full force and effect, all applicable approvals, permits, authorizations, consents, licenses for carrying on its business and providing the Services stipulated hereunder and has complied with the terms of all the said approvals, licences and permits. Further, the Affiliate agrees that it shall at all times during the Term of the Agreement, maintain all required authorizations and licenses to carry out its obligations under the Agreement and comply with all Applicable Laws.

13. INTELLECTUAL PROPERTY RIGHTS

The Affiliate acknowledges and agrees that all right, title and interest of any kind in the Intellectual Property, developed during the Term of this Agreement by the Affiliate in relation to the Services and any prior Intellectual Property owned by the Company shall be the sole and exclusive property of the Company. The Company shall have the sole and exclusive right to own, assign, sell or transfer any such Intellectual Property. The Affiliate agrees to execute or cause to be executed all such instruments and do or cause to do all such things as may be reasonably necessary or desirable to give full effect to the above and shall co-operate and assist the Company in enforcing its rights under this Clause 13.

14. NON-SOLICITATION

- 14.1. Affiliate shall not, during the Term of this Agreement and for a period of two (2) years thereafter solicit for hire or hire or encourage or otherwise induce any Referral, client, consultant, employee, vendor or other counterparty of or stakeholder in the Company to terminate their engagement or contract with the Company for any reason whatsoever.
- 14.2. Without limiting the foregoing, Affiliate shall not to engage in, or contribute knowledge to, any work that is competitive with or functionally similar to a product, process, or service with which the Affiliate was associated in any manner during the Term of this Agreement. Affiliate shall not divert or attempt to divert from the Company any business or solicit business from the Company's clients.

15. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of India and subject to the provisions of Clause 15 (*Arbitration*), the courts at Mumbai only shall have the exclusive jurisdiction in respect of any matter or dispute connected with this Agreement.

16. ARBITRATION

- 16.1. The Parties shall endeavour to amicably settle and mutually resolve any dispute or difference arising out of or in relation to this Agreement.
- 16.2. In the event Parties are unable to resolve the dispute or difference amicably within 30 (Thirty) days of receipt of written notice from the other Party about existence of such dispute, either Party may refer such dispute or difference to arbitration to be conducted under the aegis of a sole arbitrator jointly appointed by the Parties. In case the Parties fail to appoint an arbitrator, within 30 (Thirty) days from the submission of dispute for settlement through arbitration, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 16.3. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The Parties agree that they shall bear their respective costs incurred towards the arbitration.
- 16.4. The decision of the arbitrator shall be final, binding and non-appealable except in the event of manifest error. In those instances where the dispute or difference referred to arbitration relates to or involves any matter or thing in respect of which the decision, opinion or determination is final and binding on Parties in terms of the Agreement, such decision, opinion and/or determination as the case may be, shall be final, binding, and not subject to further appeal.
- 16.5. Notwithstanding anything contained in this Agreement, both Parties acknowledge and agree that the covenants and obligations with respect to the matters covered by this Agreement and set forth herein relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause irreparable loss and injury to the aggrieved Party.

Therefore, notwithstanding the provisions of this Agreement, either Party shall be entitled to approach any appropriate forums for obtaining an injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate.

17. MISCELLANEOUS

- 17.1. Any amendment or modification to this Agreement or any part thereof shall be made by an instrument in writing and executed by both the Parties.
- 17.2. Each Party shall at all times be considered as an independent contractor and shall have no authority to assume or create any obligation whatsoever express or implied, in the name of the other Party or to bind the other Party in any way or manner. All transactions are strictly on a principal to principal basis in the course of trade/business. Nothing in this Agreement shall be deemed to constitute either Party a partner, agent or legal representative of the other Party, or to create any fiduciary relationship between the Parties.
- 17.3. Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party on receipt when transmitted by electronic mail.
- 17.4. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes all previous understanding, agreements, correspondences, written or verbal discussions etc. on this subject between the Parties hereto.
- 17.5. This Agreement may be executed simultaneously in 2 (Two) or more counterparts each of which shall be deemed to be an original but all of which together shall constitute 1 (One) instrument.
- 17.6. The Affiliate shall not assign or transfer its rights/obligations under this Agreement to any of its Affiliate, third party, without the prior written consent of the Company. All terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and authorized assignees.
- 17.7. It is the intent of the Parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under Applicable Laws and such invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.
- 17.8. Except as expressly provided in this Agreement, no waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any preceding or subsequent breach of that or any other provision hereof.

ANNEXURE I
SERVICES

Each Affiliate should provide the following services to the Company during the Term of this Agreement:

- (a). Promote and market the Products available on the Platform to potential Referrals from time to time.
- (b). Refer subscribers/Referrals to the Platform.
- (c). Refer additional affiliates to join the Ekeeda Student Mentorship Program.

ANNEXURE II
SERVICE FEES

The Company shall pay the Service Fees to the Affiliate in the following manner:

Slab	Monthly subscribers	Minimum Monthly Income (1k per paid subscriber)	Incentives (20% of TSV)	Min monthly potential earnings
Bronze	No cap	1000 per subscriber	20% of TSV	
Silver	>=25 subscribers	25k+	50k+	75k+
Gold	>=50 subscribers	50k+	1Lakh+	1.5lakh+
Platinum	>=75 subscribers	75k+	1.5lakh+	2.25lakh+

- Please remember that for every sale you make, you will be paid the said amount only when the student/parent has paid the complete amount on the Portal.