

BY AND BETWEEN

Nolan Edutech Private Limited (Masai School) (CIN: U80210KA2019PTC122972), a company incorporated under Companies Act, 2013 and having its registered office at Incubex, Ground, 1st, 2nd Floor, No 1178, 5th Main Road, Sector 7, HSR Layout, Bengaluru, Karnataka, India, 560102 (hereinafter referred to as "Masai School", which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the First Part);

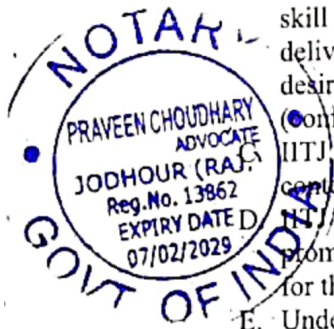
AND

INDIAN INSTITUTE OF TECHNOLOGY JODHPUR, an autonomous statutory organization and an academic institution governed by its own Board of Governors, Senate and other Authorities of the Institute and the rules, regulations, ordinances and policy decisions etc. formulated by them from time to time for regulating the day to day work of the expanded activities of the Institute, having its Registered Office at NH 62, Nagaur Road, Karwar, Rajasthan — 342030, through its authorised signatory, (hereinafter referred to as "IITJ", which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns of Second Part

Masai School and IITJ are hereinafter, wherever the context so requires, referred to individually as "**Party**" and jointly as "**Parties**".

WHEREAS:

- A. Nolan Edutech Private Limited (Masai School) is engaged in skill training for tech-jobs and is authorised to administer, operate, and manage all activities related to the continuing education programs, inclusive of micro-credit programs.
- B. IITJ and Masai School share a common goal of preparing, skilling and educating students and learners by providing effective skill development in new technologies and emerging skill areas. To further that goal, IITJ and Masai School have agreed to jointly curate and deliver various Blended Learning Programs and both IITJ and Masai School further desire to offer, market and promote various Blended Learning Programs by IITJ (comprised of both face-to-face sessions and online learning materials) ("Programs"). IITJ also desires to use the Learning Management System (LMS) host and administer the content for IITJ's Programs.
- C. IITJ further desires to appoint Masai School as its implementation Partner to market, promote, distribute and sell IITJ's Programs and solicit students/subscribers/candidates for the programs.
- E. Under this Agreement, both Parties are collaborating. Masai School agrees to provide its LMS for hosting IITJ Programs and further agrees to market, promote, sell and distribute IITJ's Programs. IITJ has also agreed to extend other support and services to IITJ in respect of the delivery of IITJ's Programs, as may be mutually agreed. Thus, both the Parties have agreed to enter into this present Agreement for mutual benefit. This Agreement is being executed to fulfil this purpose, subject to the terms and conditions hereinafter appearing.
- F. NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings outlined in this Agreement and other good and valuable consideration (the



ATTESTED

NOTARY, JODHPUR

