

AFFILIATE PARTNER AGREEMENT

1.0 Introduction to OdinSchool

GreyCampus Edutech Private Limited (“Company” or “GreyCampus” or “OdinSchool”) with its registered address at MC Design House, 27 Rohini Layout, Hitech City, Madhapur, Hyderabad – 500081, is a global ed-tech company. GreyCampus owns and operated OdinSchool, including all educational services at www.odinschool.com. OdinSchool specializes in providing upskilling programs in new-age technology areas.

2.0 Definitions & Interpretation

For the purposes of this T&C document, unless there is anything in the subject or context inconsistent therewith, the capitalized terms listed below shall have the following meanings:

- **"Affiliate Partner"** shall mean any Organization/Individual that promotes OdinSchool Programs (Here in after referred as "Program" individually and together referred to as "Programs") provided by OdinSchool and earns commission. The detailed information relating to the programs is as per the website www.odinschool.com updated periodically
- **"Referral"** shall mean any individual referred by the Affiliate Partner who has submitted the application form along with the Affiliate Partner's unique code
- **"Refund Period"** shall mean a fixed period after the commencement of the course within which the student is allowed to withdraw from the course with a full fee refund.
- **"Successful Referral"** shall mean that the Referral who completes the payment successfully and does not claim the refund of the fees paid within the Refund Period
- **"Commission"** shall mean the amount paid to the Affiliate Partners for Successful Referrals

3.0 About the Company's Affiliate Partner Program

The Company's Affiliate Partner Program is designed to achieve the below objectives with our target segments. Target segments include graduates and early working professionals.

- Increase awareness and spread information about OdinSchool's programs
- Increase the Company's brand engagement through various outreach activities
- Improve enrolments into the Company's Data Science programs

4.0 OdinSchool's responsibilities

- Equip Affiliate Partners with information through training and marketing collaterals to evangelize its programs and secure admissions
- Conduct periodic meetings with Affiliate Partners to review their contribution and provide additional support, if required

5.0 Affiliate Partner's responsibilities

- Reach out to the Company's target segment and make them aware of its programs
- Send Referrals to the Point of Contact assigned from the Company
- Make all efforts to convert Referrals into Successful Referrals
- Affiliate Partner shall not collect any Tuition Fee from any OdinSchool learner. All payments are to be made directly to OdinSchool

5.0 Terms & Conditions for Affiliate Partner Program

5.1 Commencement & Term

This agreement is valid for a period of one year from the date of signing this Agreement. The right of renewal of this term is entirely at the Company's discretion.

5.2 Commission Payments

The Affiliate Partner will receive the Commission in the following manner

- Rs. 2500 (two thousand five hundred only) per each lead that is generated by the Affiliate Partner but converted into admission by OdinSchool Sales team.
- Rs. 5000 (five thousand only) per each admission where the lead is generated by the Affiliate Partner and converted into admission by the Affiliate Partner.

Payment will be processed within 30 days from the completion of the Refund Period, assuming that the Company has received the required documents and information from the learner / from the Affiliate Partner if any.

The Amount of commission to be paid will be subjected to applicable Statutory Deductions such as TDS.

6.0 Termination

Both parties can choose to terminate this agreement with a 30 day written notice.

OdinSchool

Company reserves the right to terminate the Affiliate Partner's participation in the Affiliate Partner Program with immediate effect, with or without any advance notice, if:

- The Affiliate Partner's activities impair the brand and/or goodwill associated with the Company
- If the Affiliate Partner or any member associated with the Affiliate Partner gives wrong /false/ misleading information or makes any misrepresentation in order to induce Company to enter into this Agreement
- If the Affiliate Partner or any member associated with the Affiliate Partner is involved in any suspicious or illegal activity

7.0 Governing Law, Jurisdiction & Dispute Resolution

- This Agreement shall be governed by the laws of India only
- Both Parties hereby irrevocably agree to submit all disputes to the exclusive jurisdiction of Hyderabad Courts
- That in case of any dispute arising out of this agreement, parties will endeavor to resolve the same by mutual discussion in the first instance, failing which the aggrieved party will be at liberty to approach competent regional and jurisdictional Court of Law for appropriate reliefs

8.0 Declaration from the Affiliate Partner

I, _____, accept the above terms and conditions and agree to become a Affiliate Partner with the Company.

For Affiliate Partner Signature

For Company

Signature : _____

Signature : _____

Name :

Name : Suresh Kumar Patlolla

Desig. :

Desig. : Manager – Affiliates & Enterprise

Date :

Date :