

## TRAINING AGREEMENT

**THIS TRAINING AGREEMENT (“Agreement”)** is executed by and between:

Digital Nest Learning and Development Private Limited incorporated in India and having its Registered Office at Office,76, Plot No 76, Prabhavati Plaza, 3rd floor, 1-98/4/2, beside Jain's Capital Park, above Muthoot Finance, Madhapur, Hyderabad, Telangana 500081, of the **ONE PART**;

**AND**

**Student** refers to the individual signing the below Agreement (hereinafter referred to as **“Student”**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors, administrators, legal representatives, permitted assigns and nominees) of the **OTHER PART**;

The Company and the Student shall hereinafter be referred to individually as a **“Party”** and collectively as **“Parties”**.

**WHEREAS:**

- A. The Company is an edtech startup providing online education in the fields of Digital Marketing, Graphic Designing and Other IT Courses
- B. The Company is desirous of providing training in the subject of the enrolled Program (**“Training”**) to the interested students.
- C. The Company shall provide the Training to the interested students on such terms and conditions as set out in this Agreement.
- D. In reliance of the mutual covenants and agreements, the Company and the Student are desirous of regulating their relationship in accordance with and subject to the terms hereof and in the manner set forth herein.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this Agreement shall have the following meanings:

- 1.1.1 **“Applicable Law”** means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination

by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any governmental entity or authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;

1.1.2 “**Fee**” shall have the meaning ascribed to it in Clause 5.1 of this Agreement;

1.1.3 “**Money Back Guarantee**” shall have the meaning ascribed to it in Clause 6.1 of this Agreement;

1.1.4 “**Qualifying Job Offer**” shall have the meaning ascribed to it in Clause 6.2 of this Agreement;

1.1.5 “**Third Party**” shall mean any person who is not a party to this Agreement;

1.1.6 “**Training**” shall have the meaning ascribed to it in Recital B of this Agreement;

1.2 Interpretation: In this Agreement, unless the context otherwise requires:

1.2.1 A reference to any document is a reference to that document as varied, novated or replaced from time to time;

1.2.2 The singular includes the plural and conversely;

1.2.3 A reference to a gender includes all other genders;

1.2.4 A reference to a person or entity includes a natural person, a partnership, corporation, trust, association, an unincorporated body, authority the interpretation of this Agreement.

1.2.5 Where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.2.6 A reference to a Clause or annexure is to a Clause of or annexure to the Agreement;

1.2.7 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this or that other agreement or document;

1.2.8 A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under;

1.2.9 A reference to conduct includes any omission and any statement or undertaking, whether or not in writing;

1.2.10 Mentioning anything after include, includes or including does not limit what

else might be included;

- 1.2.11 The headings and titles in the Agreement are indicative and shall not be deemed part of the Agreement or taken into consideration in the construction of the Agreement; and
- 1.2.12 Terms defined elsewhere other than in Clause 1.2 shall have the same meanings ascribed to them when used in capital anywhere in the Agreement, unless otherwise specified.

## **2. SCOPE OF TRAINING**

2.1 The Company shall provide online/Offline/Self-paced training to the Student in the subject to the enrolled Program/Course.

## **3. TERM**

3.1 This Training shall occur for a period of Three, Five or Eight months.

3.2 If for some reason the Student fails any exam in the course of the Training, then he / she shall be asked to repeat the exam, subject to the discretion of the Company for a maximum of two (2) times.

## **4. ELIGIBILITY CRITERIA**

4.1 The Student must satisfy the below mentioned criteria to be eligible to enroll for the Training:

4.1.1 Be of at least twenty (20) years of age;

4.1.2 Must be proficient in both spoken and written English;

4.1.3 Must reside in, and be legally authorized to work in India; and

4.1.4 The Student must have paid the full Fee prior to the start of the Training.

## **5. FEE**

5.1 The fee for enrolling in this Training is mentioned in your invoice (“**Fee**”) which may be subject to an additional discount at the absolute discretion of the Company.

5.2 The Fee for the Training can either be paid in one shot, or it can be paid in installments which is mentioned in invoice/estimation.

5.3 The Student shall not be eligible for the Training / Qualifying Job Offer / Money Back Guarantee provided he / she has not made the complete payment of the Fee. In event of the Student opting for an Installment option, any delay or failure to pay even a single installment, will result in the termination of the Student Training / Qualifying Job

## Offer / Money Back Guarantee

### 6. MONEY BACK GUARANTEE

6.1 The Company provides a complete money back guarantee on the Fee paid by the Student (“**Money Back Guarantee**”), only in the following circumstances:

6.1.1 The Student has successfully finished the Company’s Training, which includes:

- a) Passing all the modules and submitting all the projects on the platform within official deadlines.
- b) Passing all the examinations, including midterm exams and a final exam as demanded by the company.
  - i) The Company may use various forms of assessment of technical skills as well as soft skills, including external platforms with a proctoring system. If any attempt at cheating is detected, the Student automatically fails an exam attempt and shall not be eligible for further attempts.
  - ii) For the final assessment the Student is eligible for 2 attempts for technical skills assessment (including usage of external platforms) and 2 attempts for passing technical interview if such forms of assessments will be used by the Company

6.1.2 The Student has followed the Career Service process including but not limited to:

- a) Successful completion of all assignments assigned by the Career Services Team within a given deadline within six (6) months after passing the final exam.
- b) Attendance and participation in the live sessions and meetings assigned by the Career Services Team.
- c) Personally making 100+ job applications on the job searching sites (including, but not limited to Indeed) within the 60 days of passing the final exam.
- d) Submitting responses to any assignment on the job-searching sites within one (1) business day.
- e) Appearing in an interview with a hiring partner. If the student fails to attend the interview, Digital Nest will have all the rights to deny any other interview opportunity.
- f) Submitting assignments for the hiring partners within a deadline specified by the Career Services Team.
- g) Demonstrating “good faith efforts” (as determined at the sole discretion of the designated Career Coach and the Career Services Team) towards an active job search for a Qualifying Job Offer (defined below) within six (6) months of passing the final exam;
- h) The Student should have been responsive to communications from the Career Services Team, including but not limited to responding to all Career Coaching communications and Employer Partnerships communications, in each instance, within one (1) business days;
- i) Sharing any interview result, the status of applications, and job offer/s with Career Services Team via surveys, email, or any other forms of communication on a daily basis.
- j) The Student should have provided all communication with prospective employers, failing to do so will show inability to secure a Qualifying Job Offer.

### **Career Services Team Guidelines:**

1. Achieving successful course completion within the designated time frame
2. Maintaining an average **attendance rate of 85%** throughout the program, encompassing both theory and practical sessions.
3. Complying with all payment obligations as stipulated in the institute's schedule.
4. Meeting all assignment, project, portfolio, and other academic requirements submission deadlines.
5. Actively participating in mock interviews, engaging in resume building, LinkedIn profile development, and embracing career mentoring sessions, and applying the knowledge acquired as per expert guidance.
6. Ensuring the timely completion of all internal and external assessments and examinations without any backlog while maintaining a minimum cumulative average grade of **B (70% to 80%)**.
7. In addition to fulfilling these academic and eligibility prerequisites, the placement within any of our hiring partner companies will also hinge on meeting the selection criteria of the final interview.
8. Once a student has accepted an internship opportunity provided from Digital Nest, they will not be allowed to apply for any further internships.
9. Furthermore, once a student has been successfully placed in a job, they will not be allowed to apply for further job opportunities at Digital Nest.

### **7. REFUND OF FEE**

7.1 The Company shall not be liable to return the Fee to the Student if any of the terms of this Agreement, in particular, Clauses 6.1 and 6.2 are not complied with.

7.2 Further, the Company shall not return the Fee to the Student in the following circumstances:

7.2.1 The Student has not successfully been able to complete the Training;

7.2.2 The Student has not made a good faith effort to secure a Qualifying Job Offer; or

7.2.3 The Student intentionally sabotages the Qualifying Job Offer.

7.2.4 The Student who gets rejected by the Students prior conduct, misbehavior or discriminatory records.

7.2.5 The Student is seeking the money back guarantee due to fraudulent reasons.

7.3 If the Student believes that he / she is eligible for the Money Back Guarantee, then he / she must email [info@digitalnest.in](mailto:info@digitalnest.in). The email must set forth the following:

7.3.1 The Student's full name and contact information (address, phone number, email address);

7.3.2 Certifying that the Student has successfully completed the Training; met all job search requirements (and any other applicable requirements) and satisfied all of the terms and conditions set forth in this Agreement;

7.3.3 Certifying that as per Clause 6.1.2 (h) the Student was unable to obtain a Qualifying Job Offer within six (6) months from date when Student has successfully finished the Company's Training; and

7.4 Therefore the Student is entitled to a full refund of Fee, as applicable, pursuant to the terms and conditions in this Agreement.

The Company shall review the refund of Fee request and may seek further information or verification relating to the Student, which the Student must provide 5 days of the Company's request. If the Company believes that the Student's request is genuine and that the Student has complied with all the criteria mentioned in Clauses 6.1 and 6.2 of this Agreement, the Company shall within a period of one (1) month refund the complete Fee to the Student.

## **8. INDEMNITY**

8.1 The Student shall indemnify and keep fully indemnified the Company and its associates / agents / sub-agents / employees / directors / representatives at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Company and/or its associate(s) / agent(s) / sub-agent(s) / employee(s) / director(s) / representative(s) arising from any breach of this Agreement by the Student or arising from a breach of any other contract(s) between the Parties and from the actions or omissions of the Student or of any associate(s) / agent(s) / sub-agent(s) / employee(s) / director(s) / representative(s) of the Student in violation of any Applicable Law or custom or trade practice.

8.2 This clause shall survive termination of this Agreement.

## **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties hereto and revokes and supersedes all previous discussions / correspondence and deeds /agreements, memorandum of understanding between the Parties hereto, if any, concerning the matters covered herein whether written, oral or implied;

## **10. MODIFICATION**

The terms contained in this Agreement shall not be altered, modified and / or any additions made to this Agreement except by written amendment duly agreed by the Parties hereto;

## **11. RECITALS PART OF AGREEMENT**

The foregoing recitals are treated as forming an integral part of the operative portion of this Agreement, and this Agreement shall be read, understood and construed accordingly.

## **12. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

### **13. WAIVER**

No failure or delay on the part of either Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or exercise of any other right. The remedies herein are cumulative and not exclusive of any remedies provided by law.

### **14. ASSIGNMENT**

The Student shall not be entitled to assign any of its rights and obligations in this Agreement to any Third Party. However, the Company may assign all or part of its rights and obligations to one or more of its affiliates or any successor in interest.

### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 The Student hereby agree to indemnify the Company promptly upon demand at any time and from time to time for any liability in respect of present, past or future actions, Affiliates and representatives harmless from and against any and all claims, penalties, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney's fees and other dispute resolution costs) and compensation that may be incurred by the Company, arising out of, involving or relating to (a) breach of any of the provisions of this Agreement, including without limitation, breach of applicable law and fraud, negligence or misconduct.
- 15.2 Company shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the Company shall deem appropriate. Such right of the Company is to be in addition to the remedies otherwise available to the Company at law or in equity. This Agreement shall be governed by the laws of the Republic of India. All disputes with respect to this Agreement shall be subject to the exclusive jurisdiction of the Courts of Hyderabad Telangana.

## Annexure

### **Academic Guidelines:**

1. Class timings are between 7am-8:30am ,9:30AM to 1PM. Or 2pm –3:30pm, 4pm-5.30 pm, 7pm-8L30pm
2. Class duration will be for 90 to 120 Min and student should be flexible to attend sessions based on trainer availability especially for 9:30am and 11:30 AM Batches, Workshops, Mock Interview, Interview Prep, Guest Lectures & Extra Sessions will be taken on weekends (Saturday & Sundays) dates would be announced in advance.
3. Student should also be available during noon time to take up the projects or special sessions Possessing a valid Pan card and Aadhaar card.
4. Post-Graduation Students are expected to be flexible with any timings for the class on all 7 days a week.
5. There will be no recorded sessions provided for the batches that run offline.
6. Classes running with offline module will be converted into online or hybrid only due to any natural calamities.
7. Due to medical emergency of trainer or due to pandemic/ epidemic/ floods or any natural calamities student should be in a position to take up virtual or self-paced learning
8. Students are liable to fill the feedback form after completion of every module.

### **Fee and Penalties:**

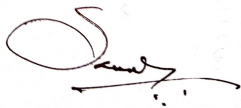
1. If the fee is not paid as per the deadline, you are liable for a fine of Rs.1000/- Per Day Post due date. It is must that dues are cleared on time.
2. If someone wants to shift the batch, then they must pay 5000 for batch shifting Charges
3. Rejoining course post discontinuation due to any personal reasons will be Rs.8000/-.

### **Declaration**

It is imperative to understand that Digital Nest reserves the right to rescind this training agreement at any time if a student is found to be in violation of any of the conditions or those prescribed by the Institute. Decisions pertaining to placement, including location, designation, and remuneration, will be made at the sole discretion of the company that student got placed.

We deeply appreciate your commitment to your career and your trust in us as your educational partner. We eagerly anticipate providing you with a gratifying and enriching learning experience.

Kindly sign the duplicate copy of this letter as an acknowledgement of your acceptance.



Student Signature:-

Date



Authorized Signature  
HR, Digital Nest