

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made on the 1st day of October 2021.

AMONGST :

(i) CodeQuotient Pvt. Ltd company incorporated under the laws of India having its corporate office at F429, Phase 8B, Industrial Area Sector 74, SAS Nagar, Punjab 160059, hereinafter referred to as "CodeQuotient";

(ii) ABES Engineering College having its campus at ABES Engineering College 19th KM Stone, NH-09, Ghaziabad U.P.-201009, India, (hereinafter referred to as the "Partner"). (individually a "Party" and collectively the "Parties").

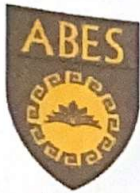
WHEREAS

- A. CodeQuotient is in the business of training & software development and offers training programs that help students gain vital technology skills needed for success in today's workforce.
- B. The Partner is an AICTE approved College and has always endeavored to launch programs that will create employable manpower, which is of crucial importance to the country.
- C. CodeQuotient shall collaborate with the College to enhance the quality of the education for students thereby enabling them to meet industry needs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows :

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner by offering online/ On Campus training and Internships. Following are the activities under this program:

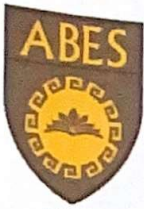
| Activity # | Description  |
|------------|--|
| 1          | Access to CodeQuotient online coding platform/courses to all the students and teachers of the Partner. |
| 2          | Online/On-campus training.   |



codequotient

|   |   |
|---|---|
| 3 | Industrial Training (Summer/Winter) to the selected students. |
| 4 | Internships/Jobs to the selected students.                    |

2. The Partner shall be responsible for providing the requisite infrastructure, network , internet access, accommodation/food/transport to the trainers and any other facility required for.the on-campus training.
3. Training will be planned as per schedule mutually agreed upon by both the parties.
4. The Partner shall provide First slot to CodeQuotient during campus placements for hiring the students trained by CodeQuotient and selected students would not be allowed to appear in any further campus placement drive.
5. Both the parties agree that CodeQuotient is not obliged on account of this MOU to recruit any fixed number of students from the Partner.
6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
7. Both parties shall take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.
8. Each of CodeQuotient and Partner may use the name and logo of the other Party in commercially reasonable marketing, advertising and/or publicity releases, and describe work completed under this Agreement in summary and general form, without revealing any of the other party's confidential information so long as the relationship between the Parties is accurately portrayed, without securing additional written approval of the other Party.
9. Each party shall ensure that they do not actively solicit the faculty of the other party who is involved in the implementation of this MOU during the period of such faculty's involvement with the program and for twelve (12) months thereafter.
10. Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trademark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for the breach of this clause.
11. Both parties shall maintain confidentiality about any information, course material, plans, discussions, strategies or any material which shall be deemed to be





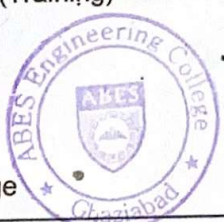
Estd. 2000

**codequotient**

confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

12. This MOU shall be valid for 3 years from the date of signing and each party shall be at full liberty to terminate the collaboration, with a notice period of 3 months.
13. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
14. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.
15. This MOU shall be governed by the laws of India and Hon'ble High Court of Punjab and Haryana at Chandigarh shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written..

| <u>PARTNER</u>  | <u>CODEQUOTIENT</u>  |
|---|--|
| SIGNED BY   | SIGNED BY  |
|                              |  |
| Dr. Amit Sinha<br>Head IT, Associate Dean(Training)   | Arun Goyat (Founder)   |
| for and on behalf of  | for and on behalf of   |
| ABES Engineering College<br> | CODEQUOTIENT PRIVATE LIMITED   |