



MOA & PROFIT SHARING AGREEMENT

This Profit Sharing Agreement (the “Agreement”) is entered into as of AUG 2020 by and between Code Hub Software Solutions having its principal place of business located at 13, 4th Cross Rd, Shakti Nagar, M.C.E.C.H.S. Layout 1st Phase, RK Hegde Nagar, Bengaluru, Karnataka 560077 (the “Company”) and FACIL ENGLISH PRIVATE LIMITED, with an address 13-18-163/3, 1st Floor, GPAR Complex, Road No. 5, Near DCB Bank, Chaitanyapuri, Hyderabad, TELANGANA – 60. (the “Representative”), both of whom agree to be bound by this Agreement.

WHEREAS, the Company has developed Eschoolz School app (the “Product”) and holds ownership of all intellectual property rights in the Product;

WHEREAS, the Company desires to partner with the Representative to market the Product for sale; and

WHEREAS, the Company and the Representative desire to enter into an arrangement whereby Code Hub Software Solutions and FACIL ENGLISH PRIVATE LIMITED will share the profits realised from the sale of the Product due to the efforts of the Representative according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Representative (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. TERM

This Agreement shall last from the date of execution until terminated by thirty (30) days’ written notice by either party.

2. EFFECT OF TERMINATION

Upon termination according to section 1, the following shall occur:

1. The Representative shall continue to receive the profit share described herein from any continuing sales as a direct result of the Representative’s efforts;
2. The Representative shall direct all further inquiries regarding the Product back to the Company;



3. The Representative shall return or destroy any physical or digital copies of the Company's proprietary information in its possession including (but not limited to) marketing material, business plans, customer lists, and pricing information.

3. RESPONSIBILITIES OF REPRESENTATIVE.

In consideration for the profit share granted herein, the Representative shall perform the following duties:

1. Performing research and other prospecting duties with regard to potential customers;
2. Completing paperwork as needed; and
3. Visit ,follow up the school and onboard them for the product eschoolz.

4. PROFIT SHARE.

In consideration for the duties performed hereunder, the Representative shall be paying Rs 200 INR/student earned for sales of the Product that are a direct result of the Representative's efforts.

1. To be considered a "direct result" of the Representative's efforts, substantially all of the contact with a customer that leads to a sale must have been made by the Representative. Although initial contact and contact at the sale point shall be factors to consider, they are not determinative of such sale being a "direct result" of the Representative's efforts.
2. Either parties will be sharing paying Rs 200 INR/student on each school that has been converted to sales by FACIL ENGLISH PRIVATE LIMITED. every year until the schools that use eschoolz products in their school.
3. Amount will be shared between FACIL ENGLISH PRIVATE LIMITED & codehub software solutions within 24 hrs from the time of amount received from the school to codehub software solutions via cheque/DD/cash/online.
4. Facil English Pvt. Ltd. pays 200per student, for one academic year to the Company however price structure will be redesigned by facil as per the State market value, wherein company cannot claim added additional price apart from 200/- per student as agreed.
5. Facil English Pvt. Ltd. Being Education Services & Education Technology Development Company, has partnered with code hub software solutions to implement the Technology schools. All the Rights are Reserved by Facil English Pvt Ltd to market the software in any state,country, No Technical Information can be Disclosed and cannot be copied in any format, breach of the information leads to compensation as per the total project value. If the first party implements the program in any school or college deserves to get 7% of the share from Technology Development.



6. **Note:** Client details ought not to be disclosed to any 3rd party by first party. Facil English Pvt. Ltd. Keeps Clients contact Information private.
7. If Codehub company's Software experiences any technical challenges, Damage, Theft or Shuts Down, Facil English Pvt. Ltd., gets all rights to redesign or rebuilt the software inorder to serve clients at the most. In this instance Facil claims back all the share shared to develop the program.

5. INDEPENDENT CONTRACTOR.

The Parties agree that the Parties shall be considered independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

6. CONFIDENTIALITY.

The Representative shall not, in any fashion, form, or manner, either directly or indirectly:

1. Disclose or communicate to any party any information relating to the Company's business or the Product including (but not limited to) customer lists, price points, or marketing plans (the "Confidential Information");
2. Duplicate any Confidential information;
3. Use any Confidential Information other than solely for the benefit of the Company; or
4. Assist a third party in using any Confidential Information in any manner but solely for the benefit of the Company.

7. APPROVAL OF MARKETING MATERIAL.

The Representative shall receive written confirmation from the Company in using any marketing materials related to the Product that were not directly provided by the Company.

8. INDEMNIFICATION.

The Representative agrees to defend, indemnify, and hold harmless the Company from and against any and all third party claims (or other actions that could lead to losses by the Company) that are based upon



the Representatives (a) violation of the law, (b) violation of this Agreement, or (c) violation of any third party's rights.

9. NO MODIFICATION UNLESS IN WRITING.

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

10. ENTIRE AGREEMENT.

This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

11. APPLICABLE LAW.

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the country and subject to the exclusive jurisdiction of the federal and state courts located in INDIA.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorised officer, as of the day and year set forth below.

Code Hub Software Solutions

FACIL ENGLISH PRIVATE LIMITED

Nagesh Nayaki,

SANTOSH CHEGU

CMO

CEO