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SERVICE AGREEMENT

This Binding Service Agreement is dated 08th October, 2025

BETWEEN

Sanchhaya Education Pvt. Ltd. Service Provider, where the Brand name is GeeksforGeeks, a Company Incorporated under the Companies Act, 2013, having its registered office at K- 061, Tower K, Gulshan Vivante Apartment, Sector- 137, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201305 and principal place of business at A-143, 7th Floor, Sovereign Corporate Tower, Sector-136, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201305, through its Authorized Signatory Mr. Dharmesh Singh (CEO Courses) (hereinafter referred to as "First Party")

AND

Jaypee Institute of Information Technology (JIIT), Noida, deemed to be University u/s 3 of UGC Act, 1956, having its principal place of business at A 10, A Block, Block A, Industrial Area, Sector 62, Noida, Uttar Pradesh 201309 through its Authorized Signatory Brigadier Sanjay Dawar (Retd) (Head - Training & Placement, Jaypee Universities and Dean of Students, JIIT) (hereinafter referred to as "Second Party")

WHEREAS,

a. The Parties desire to enter into an agreement for a program for access to the Learning Management (LMS) Portal and the recorded content of the DSA Course.

b. This agreement sets out the initial relationship between the Parties as well as respective rights and responsibilities of each Party.

c. Each Party respectively is expected to act in good faith in accordance with this Agreement.

d. The Parties desire to memorialize certain terms and conditions of their anticipated endeavour.

NOW THEREFORE IN CONSIDERATION OF the mutual promises and covenants contained herein, the Parties agree as follows:

1. PROJECT AND SCOPE:

Dharmesh Singh

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a. The Parties intend for this Service Agreement to provide the foundation and structure for any and all possibly anticipated binding agreement related to the Services mentioned below.

b. The First Party represents that they have created a program namely "DSA" whereby as per the mutually agreed terms, the First Party shall provide the Second Party with recorded content, LMS access, and a learning experience to the Second Party's students, depending on their requirements.

c. Student Count– 500 students

d. Total students- 1050(may increase)

e. Total cost: INR 800/- + GST per student

f. Total cost for the entire campaign: To be calculated as per actual enrolled students x INR 800/- + GST

2. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY:

a. The First Party shall provide access to the recorded content of DSA along with the LMS to the Second Party. Access for the Second Party's faculty shall be granted for one year to monitor student performance and generate reports for the duration of the course.

b. The Start date of the training program shall be 15th October 2025.

c. Upon successful completion of the course by each individual student, the First Party shall provide students with the Course Completion Certificates.

d. The First Party will be responsible to give course content access through their platform to Second Party's enrolled students for 12 months starting from the starting date of the course.

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e. The First Party shall conduct **multiple assessments** and five company- specific contests as per Second Party request. **Proctoring** shall be enabled for both practice sessions and each assessment.

f. The First Party shall provide 24*7 doubt support for one year and will be responsible for conducting 1-2 Hackathons as per request at that time.

g. The First Party will be responsible to give stakeholder dashboard access to the Second Party for the duration of the course.

h. Based on feedback and performance evaluation, the Second Party (University) reserves the right to recommend a change in instructor to the First Party. The First Party shall consider such recommendations in good faith and implement changes as deemed necessary.

3. PAYMENTS AND CONSIDERATIONS:

a. The Second Party will make 100% advance payment of the total payment to the First Party.

b. Payment amount shall be based on the final student count, each at INR 800 /- +GST.

c. All payments shall be made in Indian Rupees (INR) and shall be subject to all applicable taxes and deduction of taxes at source, if applicable.

4. BINDING:

The Parties hereby acknowledge and agree that the terms of this agreement are intended to be legally binding on both parties.

5. CHANGES TO AGREEMENT:

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a. This agreement may be amended at any time by mutual discussion between the Parties.

b. Any changes to this agreement must be made in writing and signed by the Parties.

6. OWNERSHIP AND LICENSES:

a. The Parties acknowledge that all work products created or used as part of this project, including drafts, notes, materials, data sets, videos, designs, inventions, patents, and any other intellectual property, shall be the exclusive property of the First Party.

b. The Parties hereby assigns, transfers, and conveys to both the parties that they hold all rights, titles, and interests in and to the work product, including intellectual property rights. Both Parties shall be the sole owner of the work product and shall have the right to use, modify, destroy, or sell it as it sees fit.

7. CONFIDENTIALITY

a. Both the Parties agree, during the Term and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm, or corporation without the prior written authorization of the other Party, which will not withhold unreasonably, any confidential information of the other Party. "Confidential Information" means any of the any written, oral, tangible and/or intangible information exchanged between the Parties or disclosed by either Party to the other Party from time to time, including but not limited to information pertaining to the business of either Party, terms of this Agreement and dispute between the Parties (if any), course details, proprietary information, technical data, trade, or know-how, personal information, data, including, but not limited to, business plans, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, resumes, sensitive information, question libraries or other business information disclosed to the other Party by the disclosing Party either directly or indirectly. The obligation of confidentiality contained under this Clause will not apply to information:

- which at the time of the disclosure is or already was in the possession of the other Party as evidenced by written documents; or

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- which at the time of the disclosure was already in the public domain as evidenced by written documents; or

- which was subsequently disclosed to the other Party by a third party having a lawful right to disclose the information and being under no obligation of confidentiality with regard to a Party; or

- which is required to be disclosed by a Party to comply with Applicable Laws or governmental regulations, provided that the said Party provides prior written notice of such disclosure to the other Party as soon as reasonably possible under the circumstances in order to give the other Party an opportunity to prevent or limit the scope of such disclosure and takes reasonable and lawful actions to minimize the extent of such disclosure.

b. Confidential Information of the Second Party, including any details shared with the First Party in any way, at no time shall be disclosed to any party in the same or similar business as that of the Second Party regardless of jurisdiction or area of operation. Notwithstanding anything contained elsewhere in this Agreement, in the event the Second Party becomes aware that the Confidential Information of the Second Party has been disclosed to a Third Party or has been used for the benefit/ interest of a Third Party; the Second Party can claim such damages as it may suffer due to such losses.

8. TERMINATION:

a. This Service Agreement may be terminated upon any event which may amount to material breach of this Service Agreement by either Party, upon 30 days written notice to the other Party.

b. This also includes returning of the advance money paid by the second party on a pro rata basis for the remaining period of the one year of the contractual period.

9. CONSEQUENCES OF TERMINATION:

a. Neither Party will, under this agreement, incur any financial liability to the other Party.

b. Notwithstanding the preceding sub-clause hereof, either Party may incur

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liability towards the other Party in connection with matters outside of this agreement, which may include but are not limited to liability in relation to breach of contract or tort, or equity.

c. In the event that either Party is in possession of any equipment, materials, documents, intellectual property, data or other information that are the property of the other Party, then the other Party must promptly return all items to the other one.

10. COSTS:

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this agreement and in connection with the performance of its obligations under this Agreement.

11. FORCE MAJEURE:

a. If and to the extent that a Party's performance of any of its obligations under this Service Agreement, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

b. If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this Service Agreement by giving the other Parties notice of termination in writing.

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12. INDEMNITY:

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party that occurs in connection with this Agreement.

13. SEVERABILITY:

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

14. ENTIRE AGREEMENT:

This Agreement, consist the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties. This Service Agreement may be executed in any number of originals or counterparts, each in the like form, and each of which shall constitute one and the same document.

15. OTHER RIGHTS GRANTED:

Nothing in this Service agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this Service Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the project. The First Party can use the Name and the Logo of the Second Party only for Marketing and Promotional activities on their website/software/applications.

16. AMENDMENTS:

Any change, alteration, amendment, or modification to this Service Agreement must be in

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writing and signed by authorized representatives of both Parties.

17. GOVERNING LAW AND MEDIATION:

a. This Service Agreement shall be governed by the laws of India

b. All dispute or difference arising between the parties as to the effect, validity or interpretation of this Service Agreement or as to their rights, duties or liabilities thereunder, any dispute arising shall be resolved amicably resolution mutual negotiations/mediation, The venue and seat of Mediation proceedings shall be Noida, U.P.

18. Dispute Resolution

Parties shall endeavour to settle by mutual consultation any claim, dispute, or controversy in relation to the Agreement ("Dispute").

a. during the subsistence of this Service Agreement, any Dispute which cannot be settled after mutual consultation as provided above in connection with the its existence, validity or termination, interpretation, implementation or performance or non-performance or alleged breach of any provision of this Service Agreement, shall be referred to arbitration by either of the Parties upon written notice to that effect to the other Party and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time, which are deemed to be incorporated by reference in this clause. The fee of the arbitrator shall be in accordance with the schedule of the Arbitration and Conciliation Act, 1996.
b. The seat of the arbitration shall be Noida, U.P. Each Party shall appoint one arbitrator who shall select the third arbitrator within thirty (30) days of the selection of the second arbitrator. The language of the arbitration shall be English.
c. Subject to this clause on arbitration, the Parties agree that the arbitration award shall be final and binding upon the Parties. The courts in Noida, U.P. shall have exclusive jurisdiction for the enforcement of an arbitral award or for seeking injunctive relief or in case of appeal against arbitral awards passed by an arbitration panel pursuant to this clause.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

FIRST PARTY: Sanchhaya Education Pvt. Ltd, (GeeksforGeeks)

Dharmesh Singh

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Sign: Dharmesh Singh

Name: Mr. Dharmesh Singh (CEO- Courses)

Date: Oct 14 2025 10:00 IST

SECOND PARTY: Jaypee Institute of Information Technology (JIIT)

Sign:

Name: Brigadier Sanjay Dawar (Retd) (Head - Training & Placement, Jaypee Universities and Dean of Students, JIIT)

Date: 13 Oct 2025

Jaypee Institute of Information Technology Deemed University, U/S 3 of The UGC Act 1956 A-10, Sector-62, Noida (U.P.)