



MEMORANDUM OF UNDERSTANDING (Mou)

Between

LEARNACADME - OPERATED BY MACHPAY FINTECH LLP. FORMERLY A NEXDHA PRODUCT

And



This Memorandum of Understanding ("MoU") is executed on this day of November, 2025, by and between:

Learnacadme - Operated by Machpay Fintech LLP. Formerly a Nexdha product, a company incorporated under the Companies Act, 2013, having its registered office at **No. 26, O Block, 18th Avenue, Ashok Nagar, Chennai – 600083**, hereinafter referred to as "Learnacadme" or "the Company", (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns)

AND

A sole proprietorship/partnership/entity, having its office at (_____) , hereinafter referred to as the "Sales Agent", (which expression shall, unless repugnant to th context or meaning thereof, include its successors, representatives, and assign

Learnacadme and the Sales Agent shall collectively be referred to as the “Parties”, and individually as a “Party.”

1.Purpose

This MoU outlines the terms and understanding between Learnacadme - Operated by Machpay Fintech LLP. Formerly a Nexdha product and the Sales Agent for promoting, distributing, and selling educational courses hosted on the platform Learnacadme (<https://learnacadme.com/home>) through a B2B2C model across India.

1. Scope of Work and Roles

1.1 Role of Learnacadme

(Learnacadme - Operated by Machpay Fintech LLP. Formerly a Nexdha) operates an EdTech marketplace under the brand name learnacadme, offering diverse educational courses across multiple categories, including K12, Higher Education, Professional Upskilling, Competitive Exam Preparation, and Extracurricular Learning.

The platform provides multiple learning formats such as:

- Live Online Classes
- Courses Bundled with Tablets
- Courses Without Devices
- Live Doubt Clarification Sessions
- Physical Classroom Learning
- In-Person Doubt Clearing Sessions
- Daily Sports Training Sessions

Learnacadme shall:

- Provide updated course listings and details.
- Ensure platform stability and compliance.

- Facilitate digital course access post successful payment by Sales Agent or end-customer.

1.2 Role of the Sales

Agent The Sales Agent

shall:

- Partner with educational institutes, corporates, and schools to promote courses listed on Learnacadme.
- Procure courses in bulk from the portal at discounted institutional rates.
- Resell these courses to end customers (students/parents) at the MRP listed on the website, ensuring pricing transparency.
- Follow ethical business practices and represent Learnacadme professionally at all times.

This B2B2C sales model is designed to ensure scale, penetration, and uniform course pricing across India.

2. Revenue & Discount Structure

₹1.1Lakh	₹1Lakh	95%
₹1.1Lakh	₹1.1Lakh	95%
₹1.1Lakh	₹1.1Lakh	20%
₹1.1Lakh	₹1.1Lakh	20%
Above ₹1.1Lakh		20%

The discount/revenue percentage will be calculated on a monthly cumulative sales basis and credited post reconciliation.

3. Payment and Settlement

- All course purchases shall be made through Learnacadme 's approved digital payment channels.
- Payments will be reconciled monthly.
- No cash transactions shall be encouraged directly with the Company.

4. Data Privacy & Non-Disclosure

The Sales Agent shall strictly adhere to the Data Privacy and Confidentiality Policy of Learnacadme.

They shall not disclose, share, or misuse:

- Any customer data, institute details, or contact information.
- Content creator/course mentor details.
- Platform pricing, margin structure, or internal costs.

Violation of this clause shall lead to immediate termination of the partnership and possible legal action.

5. Dispute / Chargeback Handling Policy

In the event of any dispute or chargeback raised by an end-user introduced by the Sales Agent:

1. Default Process:

- The dispute will be closed by refunding the payment to the end-customer.
- The loss shall be deducted from the Sales Agent's revenue share.

2. If the Agent Wishes to Contest the Dispute:

The following mandatory documents must be provided within 3 working days:

- Email from the customer confirming they have not raised the dispute/chargeback, including their KYC details (ID proof, email, contact number).

- Proof that the customer has received the course/service (e.g., class attendance, login records, screenshots, or signed acknowledgment).

3. In Case of Pre-Arbitration or Escalated Disputes:

If a pre-arbitration occurs even after the agent's defense, the customer will be refunded, and the agent shall have no further claim in the matter.

This ensures compliance with RBI and banking guidelines while maintaining consumer protection and operational transparency.

6. Documentation & KYC Requirements

To activate this MoU, the Sales Agent must submit:

- PAN Card
- Aadhaar Card
- Bank Account Proof
- Business Registration Proof (if applicable)

7. Duration and Termination

Valid for 12 months; auto-renews unless terminated with 30-day notice.

Learnacadme may terminate immediately for fraud or misuse with a mandatory fine of Rs. 1,00,000 from the sales agent.

8. Dispute Resolution and Jurisdiction

Unresolved disputes fall under the exclusive jurisdiction of Bengaluru, Karnataka, India.

9. Miscellaneous

- The Sales Agent is not an employee or representative of Learnacadme .
- This MoU does not create a partnership or joint venture.
- Amendments require mutual written consent.

IN WITNESS WHEREOF, the Parties here to have executed this MOU on the date first mentioned above.

For Learnacadme - Operated by Machpay Fintech LLP. Formerly a Nexdha product Authorized Signatory: _____ Name _____ Designation: _____ Date: _____ 1 or ☐ Digitally Signed by Authorized Signatory (Optional)	For _____ Authorized Signatory: _____ Name: Authorized Signatory Name Date: __/__/__ or ☐ Digitally Signed by Authorized Signatory (Optional)
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