



London School of
DIGITAL BUSINESS

MEMORANDUM OF UNDERSTANDING
For ASSOCIATE MEMBERSHIP

This memorandum of understanding, (hereinafter referred to as MOU), is made and executed on

The Day of the month 2022

This MOU is entered into with:

NAME:

ADDRESS:

Legal Status (Autonomous / Private/ Affiliated by):

(Herewith referred to as the "Associate institute")

And

NAME : London School of DIGITAL BUSINESS Limited

ADDRESS : 152-160 Kemp House, City Road, London EC1V 2NX United Kingdom

REGISTRATION : LSDB is a legally registered entity in the UK under SIC 85590 & 63990.

Registration Number: 10812367

(Herewith referred to as the "LSDB")

LSDB is a global brand in Relevant Digital Essentials and Marketing courses ONLINE that helps candidates apply digital skills in their own domain or make a career in digital.

The needs, professional constraints, the code of conduct and many other factors concerning to brand building and marketing of a management student would be different to a medical or engineering student. We are the pioneers in offering digital essential online courses specifically for students designed for their specific domain.

This gives us pride to offer the world's most advanced and unique training programs that stands well with our brand.



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PURPOSE OF THIS MOU

This MOU agreement is designed with the purpose of association with a college / University for providing training in the field of Digital and the terms and conditions thereby.

MOU for Associate Membership

1. LSDB welcomes Associate Institute's keen desire to associate with as the representative for their region in connection with the promotion and sale of the LSDB Products under the terms and conditions of this Agreement;

It is agreed between LSDB and the Associate Institute that:

LSDB will undergo a collaborative linkage with the Associate Institute, with the following objectives:

1. This MOU offers and outlines the Associate institute an association program from LSDB for **12 months**.
2. This MOU, unless cancelled by mutual written consent of both the institutes shall continue to be effective along with the amendments made on time-to-time basis.
3. The features of this association program are detailed in the document named as 'ASSOCIATE PROGRAM OFFER LETTER'. The add-on features to the association program may change on time-to-time basis. We keep adding new features to improve the benefits of the program.
3. LSDB will work towards familiarizing the member of the Associate institute with the Digital Essentials, Digital Marketing and related online courses available with LSDB.
4. As a topic of important and specific consideration, LSDB will offer the online courses to the members of Associate Institution. A percentage of the actual fees collected from the students will be retained by the Associate Institute as earnings. The exact percentage varies based on the type of Associate Membership, type of product and prevailing rates at that time.
5. There is no minimum members/students or maximum members/students required for your institution to be eligible for the earnings.
6. LSDB offers variety of courses in the field of Digital that are offered in the form of various course packages. All details of these courses will be shared with the institution / students.



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We do not encourage this however in case, your students enrol directly with us for any of the courses and make payments even then the earnings will be passed on to the Associate Institution as agreed.

7. LSDB will involve members/students of the Associate Institution in the various practical aspects of the course and activities that cover various dimensions of a digital business.
8. LSDB will also give the members/students of the Associate Institution access to the LSDB's own portal which might help in their career growth.
9. LSDB will also inform the members/students about the regional / international conferences if they wish to attend. In case of such events organized by LSDB in technical collaboration with the Associate Institute, the Associate institute will have the liberty to use LSDB's Logo, LSDB's name on posters and other promotional material only. The participation / certification fee for organizing and conducting such events will be discussed and shared as agreed on case to case basis. The associate institute can keep an appropriate portion of the fees to meet out its official, contingency and organization expenses.

Note, this agreement is not a permission to issue any Certificate on behalf of LSDB without a prior consent.

10. LSDB as part of their study program may give internships / project work / assignments to the students. The work carried out in such programs will remain under the rights of LSDB and code of confidentiality.
11. LSDB continuously works on New Development Initiatives; hence, as a part of this MOU, if members/students from the Associate Institute are involved in any way LSDB will own all the rights and authority of the same.



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2. Associate Membership

2.1 LSDB offers annual Associate Membership for a mutually rewarding engagement.

2.2 Associate Institute shall be solely responsible for (i) all investments made and expenses incurred in connection with the establishment or operation of its business, including without limitation for the performance of this Agreement, and (ii) all agreements concluded with its employees, representatives, and students. Associate Institute's employees shall at all times remain employees of Associate Institute, and Associate Institute shall be solely responsible for their compensation, benefits, and taxes.

3. LSDB's Obligations

3.1 LSDB will provide Associate Institute with promotional and sales material relating to the LSDB Products.

3.2 LSDB will provide Associate Institute with sales assistance. Such assistance may include technical support, online meetings with customers and online product demonstrations.

3.3 LSDB will provide Associate Institute with the required training.

3.4 **All LSDB offer letters/proposals and prices are valid only for the month they are published.** Please be aware that price lists and terms and conditions of various proposals are likely to change in the new calendar month. LSDB will provide with the required updated documents when requested.

4. Compensation

4.1 Taxes: All sums payable under this Agreement are exclusive of any value added tax or other applicable sales tax, which shall be included in any relevant calculation, and where any withholding tax or similar deduction is required to be made under law, the sum in question shall be paid net of that deduction.

4.1.1 A claim to any compensation shall exist only after receipt of the payment by the LSDB and only in proportion to the amount received. The payments will be processed after the cool-off period of 30 days from the date of the payment. International payments may incur bank charges.



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4.2 Other benefits : Non-Monetary

Associate Institute's branding

After appointment, Associate Institute can announce to that you are an Associate of LSDB, UK. This will bring Associate Institute direct and indirect branding benefits.

LSDB brings a lots of strategies for Associate Institute's growth and mutual benefits for free / discounted rates. Please refer to the latest ASSOCIATE PROGRAM OFFER LETTER for all the details.

5. Associate Institute's Duties

5.1 Associate Institute agrees to engage in the best and commercially reasonable efforts for LSDB in accordance with the terms of this Agreement. Associate Institute further agrees to provide their services in a professional and diligent manner consistent with industry standards and good business practice, using efforts required in in-person events, promotional social media and various marketing campaigns.

5.2 Associate Institute must achieve a level of knowledge and competency with respect to the LSDB Products sufficient to enable Associate Institute to perform its obligations under this Agreement, including the ability to independently use, share and conduct demonstrations of the LSDB Products.

5.3 Associate Institute should share the content created by LSDB with their audience and not required to create any content. If required, Associate Institute will be allowed to create original content that is honest and factual. Associate Institute will seek approval for any promotional text, image and/or other creative elements prior to the Associate Institute uploading or publishing the content. The approved content shall be shared by the Associate Institute to their agreed-upon audience.

6. Code-of-conduct for the Associate Institute

6.1 Share true and approved information : The Associate Institute is required to share the benefits of the LSDB Products. The Associate Institute is strictly prohibited from making any claim not approved by LSDB. The Associate Institute may not prescribe, recommend, communicate or advise using the LSDB Products for use other than those advised by the LSDB. The Associate

Institute may not make any claim of any kind without the express written permission of the LSDB. The Associate Institute is encouraged to highlight the benefits of the LSDB Products, and provide an honest opinion of the LSDB Products, their use and the Associate Institute's personal experience with them.



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6.2 Similar Agreements. Associate Institute must inform LSDB of any existing representation, agency, marketing, Association or similar agreements between Associate Institute and any other entity or person relating to products similar to the LSDB Products, and must promptly inform LSDB of any such future agreements. If any such agreement conflicts with this Agreement or otherwise negatively affects LSDB's interests, LSDB shall have the right to immediately terminate this Agreement.

6.3 Legal. Associate Institute should notify LSDB in writing of any claim, legal action or unauthorised use relating to the LSDB Products or that may affect LSDB's interests. Associate Institute must comply with all applicable laws and regulations of their land, and must notify LSDB of any applicable legal requirements within five (5) days of learning about such legal action or requirements.

6.4 Ethical Conduct

Associate Institute must conform to and maintain the highest ethical business standards, and must always act in a manner that reflects favourably upon LSDB and does not dilute or harm LSDB's name or reputation. If the Associate Institute recommend, tell or advise using any LSDB Products or Brand to any Customers under any false claims, the Associate Institute will be held solely liable for that Customer as the LSDB will not be held liable under this Agreement.

Associate Institute must not engage in the following activities without LSDB's prior written consent:

- Incur any liability on behalf of LSDB, or in any way pledge LSDB's credit or accept any order or make any contract binding on LSDB
- Make any promise or representation, or give any warranty or guarantee, on behalf of LSDB or in relation to the LSDB Products;
- Offer the LSDB Products for sale at prices or under terms and conditions different from the official prices and terms and conditions of the LSDB without consent;
- Receive funds on behalf of LSDB without consent (but if any funds are received by Associate Institute, Associate Institute shall hold such funds in trust for LSDB and send them to LSDB within thirty (30) days of receipt);
- Promote, represent, solicit sales for, sell, or otherwise distribute, directly or indirectly, any products that are similar to and compete with the LSDB Products;
- Promote, represent, solicit sales for, sell, or otherwise offer, directly or indirectly, any services that are similar to and/or compete with the LSDB Services or otherwise negatively impact LSDB's business or revenues.

7. Termination

7.1 Either Party may terminate this Agreement upon written notice to the other Party if the other Party (i) violates any covenant, agreement, representation, or warranty contained herein in any material respect, or (ii) defaults or fails to perform any of its obligations or agreements hereunder in any material respect, which violation, default, or failure is not cured within thirty (30) days after notice thereof from the non-defaulting party.



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7.2 Termination without Cause. Either Party may terminate this Agreement without cause upon thirty (30) days 'written notice to the other Party.

7.3 Associate Institute's Duties on Termination

Associate Institute will use ensure that the minimum of disruption to students / Customers;

Associate Institute will cease acting as LSDB's Brand Associate Institute, and will cease any marketing or promotional activities for the LSDB Products;

Associate Institute will cease all use of any property, documents, materials, and information provided under, created for, or otherwise related to this Agreement, including the LSDB Products, advertising and promotional materials, LSDB's Confidential Information, customer information and LSDB's Trademarks and other Intellectual Property; Associate Institute will return or destroy all, at LSDB's option.

7.4 LSDB will pay Associate Institute compensation in accordance with this Agreement on payments received prior to expiration or termination.

8. Confidentiality, Ownership, Non-Compete and Non-Solicitation

8.1 Confidential Information. Both parties will use the other's Confidential Information only as necessary to fulfil its obligations under this Agreement. Both parties will promptly notify the other party of any unauthorised use or disclosure of the other party's Confidential Information, will assist the other party in every reasonable way to retrieve any Confidential Information that was improperly used or disclosed, and will use is best efforts to mitigate the harm caused by the improper use or disclosure.

8.2 Ownership. This Agreement does not transfer any ownership rights to any of LSDB's Confidential Information. This Agreement is not a licence or other right is granted hereunder to Associate Institute.

Note, this agreement is not a permission to issue any Certificate on behalf of LSDB.

8.3 Non-Competition. During the Term of this Agreement, Associate Institute will not promote, represent, solicit sales for, sell, or otherwise distribute, directly or indirectly, any products that are similar to and compete with the LSDB Products.

8.4 Non-Solicitation. During the Term of this Agreement, and for a period of one (1) year after termination for any reason. Associate Institute will not, either directly or indirectly, solicit or communicate with LSDB's employees, agents, actual or potential customers, or suppliers for the purpose of influencing their employment or business relationship with LSDB.



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8.5 Associate Institute Representatives. Associate Institute will cause its employees, agents, and representatives to comply with the provisions of this section and will be liable for any violations thereof by its employees, agents, or representatives.

This MOU, unless cancelled by mutual written consent of both the institutes shall continue to be effective along with the amendments made on time-to-time basis.



For LSDB

Director, SACHIN PAREKH

For Associate Institute

NAME:

LOCATION:

Date: