

## TrainingCentral Solutions Portal Marketplace Publisher Agreement

This Agreement (the “Agreement”) is entered into and is effective as of \_\_\_\_\_, 2024 (the “Effective Date”) by and between

### A) Training Central Solutions Private Limited

A company registered under the Companies Act, 2013 with its registered office at 215/217, 3<sup>rd</sup> Floor, Navalkar Building, J S S Road, Girgaum, Mumbai – 400004 (hereinafter referred to as “TC”) which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the First Part.

### B) \_\_\_\_\_

An Individual residing at \_\_\_\_\_ (hereinafter referred to as ‘Publisher’) which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the Second Part.

OR

### B) \_\_\_\_\_,

a Company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ hereinafter referred to as ‘Publisher’) which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the Second Part.

OR

### B) \_\_\_\_\_,

a Partnership Firm / Limited Liability Partnership firm having its office at \_\_\_\_\_ hereinafter referred to as ‘Publisher/Owner’) which expression unless repugnant to context or meaning thereof shall mean to include its successors and assigns of the Second Part.

TC and Publisher are referred to individually as “Party” and jointly as “Parties”.

### Purpose

TC and Publisher are evaluating a relationship where Publisher appoints TC as its non-exclusive agent for worldwide marketing and delivery of one or multiple **Licensed Courses** with a view to commercially exploit the same and for the purpose of better client servicing.

Licensed Course is a course and/or collection of courses, other activities and distribution material relating to technical subjects that the Publisher has developed or has the right to sell. This may include training to be provided by the instructors in the physical classroom or in a virtual classroom environment supported

by various learning tools for pedagogy, assessment and interactivities associated with the Licensed Course. Licensed Course details are shared in Annexure A.

The relationship between Publisher and TC is where Publisher is the Licensed Course content provider, designer and delivery expert or has the right to sell it and TC is the technology provider and marketplace. Accordingly, Publisher provides the technical and subject matter inputs and content (hereafter referred to as **Publisher Technical Content**) while TC operates the learning portal under its platform (hereafter referred to as the **Portal**). Portal means the TC hosted content platform that includes one or more online sites and/or software applications installed and maintained by or for the benefit of TC for the distribution and/or sale of content aggregated from multiple content sources. TC sells the courses both to individuals and to corporates via a **TC Solution** like Content-Ready Learning Portal, Learning Plan, Gamification and so on. Besides this, TC also provides services related to technology, marketing, content development and operations so that the Publisher can channel activities towards content enhancement, delivery and marketing amongst own contacts and network. All activities of TC are hereafter defined as **TC Technological Content**. TC also possesses certain technical content developed by TC (hereafter referred to as **TC Technical Content**) and other vendors and consultants that the Publisher may choose to include in the Licensed Course. Publisher Technical Content and TC Technical Content are referred jointly as **Technical Content**.

For the sake of abundant clarity, Licensed Course means the product that is a combination of Licensed Course, Publisher Technical Content, TC Technical Content and TC Technological Content that has a learning objective and learning outcome for its users (hereafter referred to as **End User**. End User may be an individual purchaser or a business purchaser purchasing on behalf of its employees and associates).

### **Roles and Responsibility of Publisher**

Publisher renders professional services to his/her client in various areas associated with the Licensed Course. Publisher has agreed to contribute to the joint endeavors by providing the Technical Content for the Licensed Course and contributing to the cost of the development of Licensed Course.

The Publisher will have the following responsibilities.

- Publisher will deliver at its expense, the Licensed Courses and related information, in a format, and manner reasonably prescribed by TC. TC may reject any submitted Licensed Course, at any time, at its sole discretion.
- In the event that Publisher creates an updated version of any Licensed Course, Publisher agrees to make such updated course available to TC within 10 business days of the update.
- Publisher will be primarily responsible for creating and providing content of the Licensed Course and for delivery of the program using online and offline technology.
- Publisher will assist TC in integrating the content on Portal.
- Publisher will make best endeavors to market the TC Technical Content to own clients and generally in the market.
- Publisher will review and confirm the correctness and currency of the Publisher Technical Content before the same is shared with TC.

- Publisher will update Technical Content for the Licensed Course at regular intervals to ensure it is current and relevant.
- Publisher shall address any queries or clarification sought by End User with regard to Licensed Course on a regular basis.
- Publisher will assign rights to TC to market the Licensed Course to various potential clients.
- Publisher will pay for the TC Technological Content through which delivery of the Licensed Course will take place and ongoing helpdesk and technology support for the intended subscribers of the Licensed Course as per the applicable charges defined in the schedule of charges in Annexure B.
- In case Publisher is indisposed or unavailable to conduct the Licensed Course, he shall either arrange a program reschedule with the End Users or arrange for another domain expert for the delivery. The choice of an alternate domain expert for delivery of a portion or all of the Licensed Course will rest solely and exclusively with Publisher.
- Publisher will ensure that there is no plagiarising of content and that the Technical Content used for the Licensed Course is unencumbered of royalty, IPR or any other concerns. Publisher represents and warrants that it has the right to agree to these terms and that none of the Licensed Courses, as delivered, violate or infringe any intellectual property or contractual rights of any third party. Publisher shall be solely responsible for, and TC shall have no responsibility or liability whatsoever with respect to, any and all claims arising from the Licensed Courses. Publisher shall indemnify and hold TC and TC associates harmless from any liability if any portion of the Technical Content used by Publisher is found to be improper in law.
- Data used by Publisher for various programs will be owned by Publisher or will be from public domain. Publisher will not be transgressing confidentiality of any third party through usage of content.

### **Roles and Responsibility of TC**

TC is an end-to-end solution provider in the training industry. TC provides various E-Learning, mobile learning, classroom training and publications. TC has the overall responsibility for Technological Development pertaining to the Licensed Course. Further, TC will update the Licensed Course at regular intervals based on updates provided by Publisher at agreed charges as provided in Annexure B and updated from time to time.

Besides the above, TC will have the following responsibilities

- TC will give best endeavors to market the Licensed Course to its clients, on its website and generally in the market.
- TC will ensure smooth, uninterrupted operations of online Portal which will serve as a marketplace; in effect, TC will offer the Publisher advantages of scale that TC will have due to its generic services.
- TC will provide its capabilities in design content, technology implementation and technology support services to End Users of the Licensed Course.
- TC will supervise the set-up and maintenance of content on online Portal with hardware and network sizing to ensure good quality access for clients.
- Should there be a breakdown related to the platform, Portal or TC Technological Content during the period of this Agreement that hinders, disrupts or impedes the launch of a fresh Licensed Course or

conduct of an ongoing Licensed Course, TC shall be responsible to immediately rectify and resolve the problem at its own cost.

- TC will offer own products and services as plugins to the Publisher's program if required, at costs as set out in Annexure B and as updated from time to time.
- TC will provide support, on request, to market the Licensed Course through marketing channels e.g. mailer broadcast, SMS, Whatsapp, digital and social media marketing at Publisher request and at mutually agreed costs.
- TC will ensure that there is no illegal use of any technological product or service and that the content used for the Licensed Course is unencumbered of license, royalty, IPR or any other concerns. TC will indemnify Publisher from any liability if any product, service or content used by TC is found to be improper in law.

### **Access to Licensed Course for Marketing and Sales**

Publisher grants TC the option to provide potential End Users with previews or full access to courses, in a commercially reasonable manner, for the purpose of reviewing such content as part of TC's marketing efforts and sales process. Additionally, Publisher grants TC the option to provide current and potential End Users with a limited number of End User licenses, in its reasonable discretion, for the purpose of promoting Licensed Courses.

### **Cost of Development of the Licensed Course**

TC provides courseware development services which can be availed by the Publisher. TC will charge Publisher for services rendered as per rate card as defined in Annexure B and as updated from time to time. TC will design the Licensed Course for Publisher to the best of its ability. Rate card charges are liable to change from time to time.

### **Pricing of the Licensed Course**

- Publisher shall be responsible for setting retail prices (hereafter referred to as **Standard Price**) for the Licensed Course sold individually. All Licensed Courses sold individually shall be marketed by TC, on Publisher's behalf, to End Users at prices established by Publisher that are at least as favorable as prices offered through its other sales and marketing channels. The Standard Pricing for the subscription to the Licensed Course is provided in Annexure C. The pricing may be changed at any time based on written agreement between the Parties.
- As Publisher's agent, TC shall be responsible for the collection of all end-user fees. For sales transacted offline by TC (that is not transacted over the online Portal), the revenues will be routed through TC's bank account.
- For sale of TC Licensed products, transacted offline by Publisher and using the TC Portal, the revenues will be routed through Publisher's bank account and Publisher will pay TC in advance for the TC Portal charges or as mutually agreed on case-to-case basis as per agreed revenue share.
- The sale proceeds shall be collected in advance from End Users before providing access to the Portal or as per the structure decided by the Publisher.

- If any discount to the Standard Price is offered by Publisher or TC to the End User, then such a Party shall bear such discount and for the purpose of cost compensation, the Standard Pricing shall only be considered.
- If a Party sells the Licensed Course to End User at a price more than the Standard Pricing, then such Party shall only be entitled to all the revenue in excess of the Standard Pricing and for the purpose of cost compensation, Standard Pricing shall only be considered.
- Publisher can offer the Licensed Course at any payment schedule as long as dues to TC are cleared as per the terms agreed in this Agreement, unless TC agrees to deviation of schedule.
- Payments due to Publisher shall be paid after receipt from End Users as per defined periodic schedule.
- TC may make Licensed Courses available through its affiliate distribution channels and may increase Licensed Courses pricing when necessary to compensate such affiliates, so long as Publisher's commission payout remains constant.
- In the event that the sale or delivery of any of the Licensed Courses to any End User is subject to any taxes, TC shall collect and remit to the competent tax authorities such taxes.

### **Revenue Share**

It is expressly agreed and understood between Publisher and TC that sale revenue from Licensed Course is earned by the Publisher, although collections from End Users will be made by TC. Publisher will compensate TC for the events of Business Sourcing and Portal usage fees in the following manner:

1. Publisher will pay TC per user charges for usage of Portal as listed in Annexure B.
2. For business originated by TC for the Licensed Course, TC will retain a share of the revenue net of GST and other components deducted by the End User at source. The share is provided in Annexure C.
3. For business originated purely by Publisher, TC shall not have any claim to the revenues other than the per user charges for usage of Portal as listed in Annexure B.
4. Balance sales revenues after deduction by TC as described above, will be remitted to Publisher
5. Payment gateway charges (for digital payments by End Users) will be borne by the Publisher.
6. Sales of Licensed Courses Sold via a TC Solution - TC may include Publisher's courses in one or more subscription products (e.g. Content-Ready Portal). In such case, TC shall pay a Publisher a commission based on the following methodology. Each Licensed Course will be attributed a participating percentage-based charge (the "Usage Share") in the subscription sale of the TC Solution should an End User select the Licensed Course as part of a subscription. Publisher will be communicated on every subscription sale of the TC Solution and renewal thereof. For example, if there were 50 subscription sale of an TC Solution in a given month and if the Publisher's Licensed Course is a part of the TC Solution, then the Publisher's Usage Share for that subscription will be 50 Licensed Course sales.

Publisher and TC will jointly hold a review meeting annually or earlier if either party feels the need to review the pricing and above compensation structure and assess the disparities, if any and accordingly may mutually agree for revised compensation structure.

### **Refunds**

TC may refund End Users using a Licensed Course in its commercially reasonable discretion and as per the Refunds Policy as provided in the Terms of Use as provided on the Portal. Such refunds will be applied against any amounts owed to Publisher in accordance with the revenue share structure. If no amounts are owed, then TC shall have the right to invoice Publisher for the amount paid for those sales that were refunded. Publisher will have 15 days to pay such invoice.

### **License to End User**

End Users of Licensed Course offered individually by Seller shall have six (6) months from purchase to launch and begin accessing the Licensed Course and an additional six (6) months of access from the time of initial launch. Licensed Course sold as part of a TC Solution shall have six (6) months from purchase. TC may, at its option, sell Licensed Courses subject to more restricted licensing terms.

### **Ownership, IPR and Right to Licensed Courses**

The Intellectual Property Rights of content and the designed outcome of the same remains with the originator of the content. Thus,

1. Intellectual Property Rights of the content for the Licensed Course as provided by Publisher (Publisher Technical Content) and the designed outcome of the same remains with the Publisher.
2. Intellectual Property Rights of the content for the Licensed Course as provided by TC and its associates (TC Technical Content and Technological Outcome) remains with TC.

### **Non-Exclusivity**

Both parties acknowledge that the engagement under this Agreement shall be on a non-exclusive basis and both parties shall be free at all times to enter into similar agreement with any third party, either existing or future as long as it does not use or involve Licensed Course as developed through the combination of Technical Content and TC Technological Content.

### **Client Identification**

Each Party will share with the other Party the name of the clients / customers to whom such Party is intending to sell the Licensed Course so as to link such clients to the respective Party for the purpose of cost compensation understanding.

In its discretion, TC may disclose the names of end-users to Publisher. In such cases, Publisher agrees to not directly contact known end-users for the purpose of selling Licensed Courses, or other elearning content, without first obtaining written approval from TC. In the event that Publisher sells directly to such end-users, TC shall be entitled to its Commission during the term of this Agreement plus one (1) additional year.

### **Assignment**

This Agreement cannot be assigned by either Party to any third party without the express consent of the other Party.

## End User Terms

Publisher acknowledges that End Users are subject to an online user agreement, which may be changed from time to time. The online user agreement and privacy agreement is located at <https://trainingcentral.co.in/terms-of-use/> and <https://trainingcentral.co.in/privacy-policy/>, respectively.

## Timing on Service Requests

Publisher shall respond to requests for technical support, customer assistance, and pricing information from TC within two (2) business day. Publisher shall respond to any other request for information or assistance within five (5) business days.

## Service Contacts

Publisher designates the following individual/s to respond to service requests from TC.

Name:

Title:

Cell number:

Email:

## Indemnification

PUBLISHER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND SHALL INDEMNIFY TC FOR ANY LIABILITY FOR ANY CLAIMS OR ACTIONS BROUGHT BY END-USERS OR OTHER THIRD PARTIES ARISING OUT OF, OR RELATED TO THE LICENSED COURSES, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATED TO THE ACCURACY, RELEVANCE, SUITABILITY, OR EFFECTIVENESS THEREOF.

## Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THIS AGREEMENT, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. TC'S CUMULATIVE LIABILITY RELATED TO ANY OTHER DAMAGES WILL BE LIMITED TO THE FEES RECEIVED VIA THE SALE OF PUBLISHER'S COURSES.

## Jurisdiction

This Agreement shall be governed by the laws of India. Any dispute or claim arising out of or related to this Agreement shall be brought in the courts of Mumbai, and each party hereby submits to the jurisdiction and venue of foregoing courts.

## Term and termination

1. **Term** - This Agreement is valid for a period of 3 years ('Term') from the date of the Effective Date. The term of this Agreement may be extended by either party in writing as may be mutually agreed. It shall

continue in full force and effect for the Term until terminated or superseded by a changed version as expressly agreed between the two Parties.

2. **Termination** - Either Party may terminate this Agreement with or without cause by delivering notice to the other Party at least thirty (30) days prior to the effective date of termination. Either Party may also terminate this Agreement upon a material breach of this Agreement, provided such material breach is not remedied within sixty (60) days of written notice by the other party.
3. **Effect of Termination** - Upon termination of this Agreement, TC shall forthwith (i) discontinue display and distribution of the Licensed Course on the Portal and remove the Licensed Course from the Portal, except that TC shall have the right, but not an obligation to retain data and versions of the Licensed Course and to provide such access and applicable registration codes, if any, to such End User who had previously enrolled for the Licensed Course from the Portal and is yet to complete the Licensed Course; (ii) disable any links and/or feeds that facilitate access to the Licensed Course from the Portal for the Publisher (iii) hand over all such material related to Publisher Technical Content in CSV/ XLS/ DOC/ PDF/ PPT format or in any computer readable format ; (iv) TC shall retain all components of TC Technological Content for a period of three years from the date of termination of the Agreement.
4. No new Licensed Course shall be sold after the Agreement has expired or has been terminated.

Official correspondence for TC must be sent via email to: [contact@trainingcentral.co.in](mailto:contact@trainingcentral.co.in).

Official correspondence for Publisher must be sent via email to:

These terms represent the complete, entire, and exclusive understanding and agreement between Publisher and TC. It supersedes all prior, written or oral, understandings or agreements.

**TrainingCentral Solutions Pvt. Ltd.**

<Publisher>

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By: Manoj Navalkar  
Title: **Chief Executive**  
Date:  
Place: Mumbai  
PAN No.: AADCT3450B

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By:  
Title:  
Date:  
Place:  
PAN No.



**Annexure A**

List of Licensed Products you would want to market through Trainingcentral Solutions

No.	SKU	Licensed Course Title	Duration (in Hrs.)	Delivery Type
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Add listing of the files that are shared as part of the Licensed Course/s

## Annexure B - Rate Card

### Guidelines and Definitions

1. Publisher Offerings
  - a. Ready Course Unit
    - i. A Course Unit for Self-paced e-learning consists of the following i) a SCORM-based e-learning course received from the Publisher ii) An objective test in TC's excel template format of not more than 100 questions, if any, received from the Publisher iii) Co-branded Certificate designed by TC in TC Template. Dependencies within the above 3 items can also set-up.
    - ii. A Course for a Classroom training program is – i) Content files as received from the publisher ii) Assessments, Case Studies or other material as received from the publisher iii) BOOKING or FACE2FACE plugin set-up for the classroom session set-up on Moodle Side
  - b. Certifications – Certifications are programs which have many more components than Course Units e.g. Classroom session, Assignments, Objective tests and others. Duration of Certifications will be over 30 hours. Please ask for the sample structure of a Certification for review.
  - c. Other Learning Tools – Publisher may require many other tools for the delivery of offerings like conversion of PPT into SCORM (per PPT), Set-up of Test in LMS format, Projects/Assignments Set-up, Survey/Feedback, Chat, Forums and so on. Please visit the Moodle documentation on activities here - [https://docs.moodle.org/403/en/Main\\_page](https://docs.moodle.org/403/en/Main_page).
  - d. Integration with External Systems- Clients may require integration with its internal systems like HRMS, LDAP, Internal LMS, SSO and so on. Visit the Moodle site for more details - <https://docs.moodle.org/403/en/Authentication>.
2. Set-up Locations – A course set-up on the TC Marketplace is across the following platforms.
  - a. TC Portal (<https://trainingcentral.co.in/portal>) – Product data, Marketing material, Course structure, Pricing and other details as provided in 'TC\_LicensedCourses\_Details.xlsx' and 'TC\_ProdStructure\_CourseCode.docx'
  - b. Corp Portal (<https://corp.trainingcentral.co.in/>) – the Course Unit will be installed here. Corp is tightly integrated with the TC Portal.
3. Minimum Course subscription cost – Rs. 300/-  
(unless part of a larger portfolio of much higher priced offerings from the DE or company)

### Charges

#### Set-up

1. First 3 Course Units free. Additional Course Units Rs. 5000/- per course.
2. Costs for following Services will be based on time and effort estimate.
  - a. Certifications
  - b. Other Learning Tools
  - c. Integration with External Systems

#### Subscriptions

1. Sale by Associate
  - a. Minimum users for Hosting = 50

- b. LMS Hosting charge as per TC slab-wise Hosting charge less 10%.

Hosting Per User for 1 year						<i>Amt. in Rs</i>
No. of Users	<= 100	101 - 500	501 - 1000	1001 - 1500	1501 - 2500	2501 - 5000
Per user per Month	60	54	49	44	39	35
Per user per Annum	600	540	486	437	394	354
* Taxes Extra						

2. Sale by TC
- Revenue Share as per Annexure C.
  - No charge for Hosting (as shared in 'Sale by Associate' above).

### Terms & Conditions

- GST extra.

### Payment Terms

- Set-up  
Advance – 40%  
On Delivery of Set-up – 40%  
On Sign-off – 20%
- Subscriptions  
Advance – 100%
- Any other engagements – as per requirement.

## Annexure C

### Licensed Program Pricing and Revenue Share

#### 1. Licensed Program Pricing

1 Program - Certification on SME Loans				
	User Pricing	EOM	Units	Rate
1.1	Subscription to Program - Self-Paced	Per Subscription	1.00	
1.1	Subscription to Program - Classroom - In-Person	Per Batch	1.00	
1.2	Subscription to Program - Classroom - Via Webinar	Per Batch	1.00	
1.3	Subscription to Program - Classroom - Open Program	Per Participant	1.00	

#### 2. Revenue Share with TrainingCentral Solutions

2 Revenue Share		
No.	Business Costs for Courses and Solutions	Rate
2.1	TC Business Sourcing Share	35%

3 Payment Terms		
3.1	<b>Revenue Break-up - for 'Subscription to Program - Self-paced'</b>	
	Milestone	%age
	Advance	100%
3.1	<b>Revenue Break-up - for 'Subscription to Program - Classroom' category</b>	
	Milestone	%age
	As Per Client Milestone	TBD

4 Terms & Conditions	
4.1	All items in Rs.
4.2	GST extra
4.3	Costs provided above will be reviewed from time to time.