

AUTHORIZED CHANNEL PARTNER AGREEMENT

This Agreement is made and entered into on this ____ day of _____, **20** (the "Effective Date")

BY AND BETWEEN

SkillzRevo Solutions Pvt Ltd, a company incorporated under the Companies Act, 2013, having its registered office at [Insert Address], hereinafter referred to as "**SkillzRevo**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns,

AND

[**Individual Name / Firm Name**], having its principal place of business at [Insert Address], hereinafter referred to as the "**Authorized Channel Partner**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns.

WHEREAS:

SkillzRevo is engaged in the business of providing education and training in emerging technologies including but not limited to Artificial Intelligence, Data Science, Generative AI, Cybersecurity, and related fields;

The Channel Partner is desirous of marketing and promoting SkillzRevo's programs and services under an authorized partnership model.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

01. Appointment

SkillzRevo hereby appoints the Channel Partner as its **Authorized Channel Partner** to promote, market, and facilitate enrollments for its programs and certifications within the agreed-upon territory or market segment.

02. Scope of Services

The Channel Partner shall:

- ✓ Promote and sell SkillzRevo's programs using only approved and official marketing materials;
- ✓ Provide accurate and transparent information to potential learners;
- ✓ Operate professionally and ethically, avoiding any form of misrepresentation, miscommitment, or deceptive marketing practices.

03. Fees & Revenue Sharing

- ✓ A one-time onboarding fee of INR 50,000 is payable by the Channel Partner.
- ✓ The Channel Partner shall receive up to 30% commission on net program fees for successful enrollments. (Please refer to Annexure)
- ✓ Commissions shall be calculated monthly and paid within 15 days of the following month.
- ✓ **All collections must be deposited directly into the official bank account of SkillzRevo.** Under no circumstances is the Channel Partner authorized to collect any payments on behalf of the company in a personal or third-party account.
- ✓ SkillzRevo shall not be liable for any collection made by the Channel Partner in violation of this clause, and such acts shall be deemed a material breach of this Agreement.

04. Payment Disbursement Terms

- ✓ Commission payments to the Authorized Channel Partner shall be disbursed within 45 to 60 days from the date the full program fee is received in SkillzRevo's official bank account, subject to the terms outlined in this Agreement.
- ✓ Payment shall only be processed if the enrolled student has not raised a request for refund or cancellation, and the company's no-refund policy has been upheld.
- ✓ In the event that a refund is processed due to any valid reason or policy exception, no commission shall be payable to the Channel Partner for that transaction.
- ✓ Any commission paid out in advance for such cases (if any) shall be recoverable by SkillzRevo.
- ✓ The Channel Partner agrees not to claim or dispute commissions related to enrollments that fall under refund, chargeback, or cancellation cases.

05. Support Provided by SkillzRevo

SkillzRevo shall provide the Channel Partner with:

- ✓ A structured onboarding process and documentation (to be signed and acknowledged);
- ✓ Access to course catalogs and program structures;
- ✓ Technical and IT infrastructure as required;
- ✓ Branding, digital marketing assets, and promotional material.

06. Term and Termination

- ✓ This Agreement shall be valid for 1 year from the Effective Date and shall automatically renew unless terminated by either party with 30 days' written notice.
- ✓ SkillzRevo reserves the right to terminate this Agreement immediately in the event of misconduct, brand misuse, collection fraud, or breach of terms.

07. Use of Brand & Intellectual Property

- ✓ The Channel Partner may use SkillzRevo's name, logo, and marketing assets **only** in the form provided by SkillzRevo.
- ✓ Any unauthorized use, modification, or replication of SkillzRevo's branding or intellectual property is strictly prohibited.
- ✓ All intellectual property shall remain the sole property of SkillzRevo.

08. Confidentiality

Each party agrees to maintain the confidentiality of all proprietary or sensitive information shared during the term of this Agreement and for a period of 1 year thereafter.

09. Indemnity

- ✓ The Channel Partner shall indemnify and hold harmless SkillzRevo against any claims, losses, damages, liabilities, or expenses arising from:
- ✓ Any misrepresentation or unauthorized commitments made to learners or clients;
- ✓ Any collection or financial transaction not made directly to SkillzRevo's official account;
- ✓ Breach of terms or violation of any applicable laws.

10. Onboarding Documentation

The Channel Partner must complete and sign the official onboarding documentation, including KYC, Code of Conduct, Bank Details, and Declaration Forms. These shall form an integral part of this Agreement.

11. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Greater Noida, Uttar Pradesh.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For SkillzRevo Solutions Pvt Ltd

Authorized Signatory: _____

Name:

Designation:

Date:

For [Channel Partner Name]

Authorized Signatory: _____

Name:

Designation:

Date:

Witness:

1.

Name:

Address

Signature:

2.

Name:

Address

Signature:

Annexure:

1. Revenue Share Structure

Our flexible revenue-sharing model is designed to reward high-performing channel partners. The more enrollments you drive, the greater your percentage of the revenue. Below is an example of our tiered revenue structure:

Number of Enrollments	Revenue Sharing Percentage
1-20	10%
21-50	15%
51-75	20%
76-125	25%
125+	30%

As your enrollments grow, you will move up to higher tiers, increasing your earning potential. This model ensures you are consistently rewarded as you expand your reach.

2. Document Attached

- ✓ KYC Documents,
- ✓ GST Registration(If any),
- ✓ Code of Conduct,
- ✓ Bank Details,
- ✓ Declaration Forms and Others. .