

14th May, 2019



Kruti M. Yadav

Ahmedabad University,  
GICT Building, Commerce Six Road,  
Navrangpura, Ahmedabad - 380009

Sub: Internship Letter

We are happy to extend an internship with Educational Initiatives, as under, with effect from 14th May, 2019 till 14th August, 2019. The internship can also be extended beyond this time period after discussion and mutual agreement. This internship may not be construed as an employment of any nature. We congratulate you and look forward to a mutually enriching relationship at Educational Initiatives (EI).

The vision of Educational Initiatives is to create a world where children everywhere are learning with understanding.

**Terms of engagement:**

1. You will be engaged with Software Development team during the period of internship.
2. You will be eligible for stipend of Rs. 8,000 per month during this period.
3. Applicable hours of work will be 8 hours a day, Monday till Friday.

**EI Values:**

EI believes in certain values by which it expects every vendor to stand by:

1. Expertise and Professionalism - Each member of EI should be able to combine the areas of their multi focal expertise with their experience. This should be manifested in the commitment he/she shows to the profession and the client, which would mean offering the best solution to problems, not necessarily solutions that the clients would love to hear.
2. Initiative and Responsibility - As a professional, each member should take responsibility for completing the tasks entrusted to them, giving due consideration to marketing efforts, collection of resources, networking and keeping to deadlines.
3. Excellence and Quality - These should be key characteristics of all EI members, and can be achieved by taking responsibilities unconditionally and giving of their best and sometimes more than expected from them, without taking recourse to excuses.
4. Sharing and Teamwork - Teamwork is an important attribute of a learning organization. All members need to share their individual expertise and experience and work together as teams.
5. Technology and Tools - To achieve its goals, EI believes in using the latest technology and tools and expects its members to be conversant with them.

Educational Initiatives values individual ethics and sense of belongingness towards the organization and the team. We would appreciate it if team members bring to our notice anything happening around you, which is not in the team's, or the organization's favour. Your ideas and suggestions are always welcome.



You shall ensure full professional discipline, in its right perspective and adhere to strict professional ethics without any compromises on any matter, howsoever trifle or insignificant it may appear to be.

**Intellectual Property Rights:**

EI shall enjoy the exclusive and sole ownership of intellectual property rights and rights for commercial exploitation of all work that may be undertaken or done by you, whether individually or jointly with others, independently or in a group, including the right to all publications that may be published by you based on the work being done by the organization in general, or by you or others in the Organization in particular, during your contract with the EI. It shall be the EI's prerogative to decide whether to secure the Intellectual Property Rights in the form of patent, trademark, copyright, design etc. and also with respect to the territory as to when and where the same have to be secured.

Your engagement is subject to the rules and regulations of the organization as they are or are amended from time to time

Either party may terminate this contract without notice at any point of time, without being liable for any notice pay.

All legal proceedings and juridical proceedings will be subject to Ahmedabad jurisdiction only.

As a token of your acceptance of these terms, please sign the duplicate copy of this letter and return the same to us.

ACCEPTED AND AGREED TO:

Educational Initiatives Private Limited

Amita Nautiyal  
**Authorized Signatory**



DETAILED  
**ASSESSMENT**<sup>EI</sup>

LARGE SCALE  
**ASSESSMENT**<sup>EI</sup>

I acknowledge the receipt of the above letter in original. I have read and understood the terms of the contract and agree to abide by the rules of the company.

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**Kruti M. Yadav**  
Intern

## Schedule I

### Form of Letter of Assignment of Intellectual Property Rights

In consideration of the Internship Agreement (the “Agreement”) entered into between Educational Initiatives Private Limited (the “Company”) and the payments made to me thereunder, now and hereinafter, I hereby agree as follows:

1. Assignment of Inventions: I hereby assign to the Company all my right, title and interest in and to any and all inventions (and all proprietary rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the currency of the Agreement while doing work for the Company or any project commissioned by the Company.

2. Enforcement of Proprietary Rights: I will assist the Company in every proper way to obtain and from time to time enforce Indian and foreign proprietary rights relating to the inventions covered by Paragraph 1 in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such proprietary rights to the Company or its designee. My obligation to assist the Company with respect to proprietary rights relating to such inventions in any and all countries shall continue beyond the termination of the Agreement.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Company.

3. Obligation to Keep Company Informed: During the period of the Agreement, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all inventions covered by the provisions of Paragraph 1.

4. Prior Inventions: Inventions, if any, patented or unpatented, which I made prior to the commencement of the Agreement and which are disclosed to the Company, as provided in the list attached hereto, prior to signing the Agreement are excluded from the scope of this undertaking.

5. Successors and Assigns: This undertaking will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its administrators and other legal representatives and will continue in full force and effect. Neither this undertaking nor any of the rights, interests or obligations hereunder may be assigned by me to any third party.

6. Survival: The provisions of this undertaking shall survive the termination of the Agreement and the assignment of this undertaking by the Company to any successor in interest or other assignee.

7. Engagement: I agree and understand that nothing in this undertaking shall be construed to create a relationship of employment with the Company.

8. Waiver: No waiver by the Company of any breach of this undertaking shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this undertaking shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this undertaking.

This undertaking shall be effective as of the first day of the Agreement.

I UNDERSTAND THAT THIS UNDERTAKING AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING THE AGREEMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO THE AGREEMENT.

I HAVE READ THIS UNDERTAKING CAREFULLY AND UNDERSTAND ITS TERMS.

Date:

Signature:

**Kruti M. Yadav**  
Intern

ACCEPTED AND AGREED TO:  
Educational Initiatives Private Limited

A handwritten signature in blue ink that reads 'Amita Nautiyal'.

**Amita Nautiyal**  
Authorized Signatory

## Schedule II

### Non Disclosure & Non Compete Agreement

This Non Disclosure and Non Compete Agreement ("Agreement") is made and entered into on this day the 21<sup>st</sup> February 2019 by and between:

**Kruti M. Yadav**, an individual residing at Ahmedabad University, GICT Building, Commerce Six Road, Navrangpura, Ahmedabad - 380009 (hereinafter referred to as 'the Intern', which expression, unless it be repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators and permitted assigns);

AND

Educational Initiatives Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at A-201, Balleshwar Square, Opp. Iskon Temple, S G Highway, Satellite, Ahmedabad, Gujarat (hereinafter referred to as 'the Company', which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns).

WHEREAS:

The Intern has executed an Internship Agreement dated with the Company.

The Intern and the Company are executing this Agreement to reduce the terms and conditions in respect of the use of the Confidential Information (as defined hereinafter) disclosed by the Company to the Intern during the course of his/her engagement with the Company and to record the terms of the non compete provision as agreed between the Intern and the Company.

IT IS AGREED:

1. In this Agreement "Confidential Information" means the contents of this Agreement, any discussion regarding the nature and performance of the services rendered and/or to be rendered by the Intern and all other information including trade secrets, inventions, mask works, concepts, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, discoveries, developments, designs, techniques and information regarding plans for research, development, new products, strategic plans, marketing and selling, business plans, budget, licenses, price and costs, prospective or current suppliers and customers, financial, business, economic, technical, operational, commercial, employment, management, planning and other information, data, material and expertise of whatever kind whether oral, in writing or in any other form relating to the Company which is either directly or indirectly disclosed to or acquired by the Intern from the Company or its authorised representatives whether on, before or after the date of countersigning this Agreement.

2. The Intern recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the Company if the information contained therein is disclosed to any third party. The Intern also recognises and acknowledges that the Confidential Information is and/or will be provided to him/her in reliance upon him/her accepting the terms of this Agreement.



3. In consideration of Confidential Information being made available, the Intern hereby undertakes and covenants that the Intern will not, without the prior written consent of the Company, disclose, divulge, furnish, publish or use; directly or indirectly; whether or not for monetary gain, any Confidential Information to any third party nor use any Confidential Information for any purpose other than in connection with the performance of his/her services for the Company.

4. The restrictions on use and disclosure of the Confidential Information set out in paragraph 3 above shall apply whether or not the Intern is retained by Company and/or return or destruction of the Confidential Information. However, these restrictions shall not apply to any Confidential Information which:

- at the date of its disclosure is public knowledge or which subsequently becomes public knowledge other than by any breach of this Agreement or by any act or failure to act on the part of the Intern;
- is already known to the Intern (as evidenced by its written records) at the date of countersignature of this Agreement and was not acquired directly or indirectly from the Company;
- is required to be disclosed by applicable law or order of a court of competent jurisdiction, government department, agency or supervisory or regulatory authority to whose jurisdiction the Intern is subject, provided that prior to such disclosure the Intern shall consult the Company as to the proposed form, nature and purpose of the disclosure.

5. The Intern further undertakes:

- to give notice to the Company of any unauthorised use or disclosure of the Confidential Information;
- not to make, permit or solicit any announcement, communication or disclosure concerning the Company, or the services rendered by the Intern, without the prior written consent of the Company;
- not to copy or reproduce, in whole or in part, the Confidential Information without the prior written consent of the Company ;
- forthwith upon request to return within 7 days, all the Confidential Information (including all copies thereof) and destroy all analyses, memoranda or notes derived there from including any other written material relating to, derived from or reflecting the Confidential Information and expunge all Confidential Information from any computer, word processor or other device into which it was copied or programmed, without retaining any copies thereof and upon request of the Company , certify in writing that the Intern has complied with the obligations set forth in this paragraph;
- to certify in writing, on written demand, that the Intern has complied with all its obligations under this Agreement; and
- Not to discuss, initiate or enter into any negotiations, agreement or arrangement in connection with the subject matter of this Agreement, whether oral, in writing or any other form with any person other than the Company.

6. The Intern acknowledges and confirms that notwithstanding the disclosure of any Confidential Information to the Intern, the Company shall retain title and all intellectual property and proprietary rights in the Confidential Information and the Confidential Information shall remain the property of the Company and no right or other license to the Confidential Information is granted or created hereby in favour of the Intern.

7. The Intern further acknowledges and confirms that the obligations contained in this Agreement are in addition to any other obligations which the Intern may have under any statute or otherwise. The Intern agrees and acknowledges that monetary damages would not be an adequate remedy for breach of the provisions contained herein and that the Company shall be entitled to equitable relief, including injunctive

relief, specific performance and other equitable relief's, in the event of any threatened or actual breach of the provisions hereof and that no proof of special damages shall be necessary for the enforcement of this Agreement. Company will be entitled to initiate proceedings and/or claim damages under section 72 for breach of confidentiality and privacy and under such other applicable provisions of the Information Technology Act, 2000 or any other statute, act applicable in future. Such remedies shall not be deemed to be exclusive remedies for a breach of this Agreement by the Intern, but shall be in addition to and without prejudice to all other remedies available at law or equity.

8. The Intern agrees that during the course of his/her engagement with the Company and for a period of 1 (one) year from the date of resignation or termination of his/her contractual engagement, without the consent of the Company:

- a) he/she will not, directly or indirectly, offer employment to or hire, solicit, induce, recruit, approach, entertain or accept an application for employment or encourage any of the Company's Interns to leave their employment with the Company;
- b) he/she will not directly or indirectly approach, solicit, contact, call upon, communicate with or attempt to communicate with any customer of Company or otherwise interfere with the business relationship of the Company with any person who is or was, during the term of the Intern's engagement, a customer of the Company and/or had material business with the Company; and
- c) he/she will not, directly or indirectly, as an agent, Intern, owner, partner, director, Intern, officer or participant, engage in or assist any other person or entity to engage in any business that competes with the business of the Company.

9. If any term or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent be deemed to be deleted from this Agreement and this Agreement shall be valid and binding as to all the remaining provisions. The parties, however, agree to negotiate in good faith to replace such an invalid provision by a valid provision, the effect of which comes as close as legally possible to that of the invalid provision.

10. No failure or delay by the Company in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no modification hereof shall be effective, unless in writing and signed by the Company or other authorized person on its behalf.

11. This Agreement shall be governed by and shall be construed in accordance with Indian laws. Subject to Clause 12, the courts of Ahmedabad shall have exclusive jurisdiction to settle any dispute that may arise in relation to the interpretation and performance of this Agreement.

12. The Intern and the Company agree to negotiate in good faith to resolve any dispute between them regarding this Agreement. Either of them may invoke arbitration proceedings for the resolution of the disputes and differences which shall be finally settled under the Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of 3 (three) arbitrators, 1 (one) to be appointed by the Intern and the other by the Company. The third arbitrator shall be appointed by the 2 (two) arbitrators appointed by the parties as stated in the foregoing sentence. The place of arbitration shall be Ahmedabad, India and the arbitration proceedings shall be conducted in English.

13. The Intern hereby agrees to indemnify, defend and hold harmless the Company from and against any losses, costs, expenses, damages of whatsoever nature which may be incurred or suffered by the Company



which arises out of or as a result from any breach of contract, warranty, tort (including negligence) or otherwise of the Intern's obligations contained herein.

14. The Intern understands that the Confidential Information does not purport to be all inclusive and that no representation or warranty (express or implied) is made on the accuracy, reliability or completeness of any of the Confidential Information or with respect to the infringement of trademarks, patents, copyrights or any third party rights.

15. This Agreement shall be executed in two counterparts, both of which shall be deemed to be the original, but both together shall constitute one and the same instrument.

This Agreement shall be effective as of the date it is executed both the parties hereto IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For

For Educational Initiatives Private Limited

Name: Kruti M. Yadav

Name: Amita Nautiyal

Title: Intern

Title: AVP, Human Resources



Signature

Signature

Witness Signature

Witness Signature

Name:

Name:

Address:

Address: