

INSTRUCTOR ENGAGEMENT AGREEMENT

THIS INSTRUCTOR AGREEMENT ("Agreement") is entered into on 3rd Sep 2020, between: WhiteHat Education Technology Private Limited, having its registered Office Address: 2A/101, WeWork, Raheja Platinum, Sag Baug Road, off Andheri-Kurla Road Marol, Marol, Andheri (East), Mumbai- 400059, Maharashtra, India. ("WhiteHat"); which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns), of the one part;

AND

Mentab Zahed Saudagar ("Instructor") with PAN ARIPK5832B

having their address at

A-203, NAGNATH CHS, TRUNGAALOWS, OFF J.P. ROAD, ANDHERI (W), MUMBAI-400053 which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns) of the other part.

WhiteHat and the Instructor may individually be referred to as "Party" and collectively as "Parties".

WHEREAS it is the policy of WhiteHat to appoint highly qualified Instructors who support WhiteHat's initiative and programs in pursuit of quality computer science education to children;

WHEREAS the Instructor is desirous of joining WhiteHat as an Instructor and shall be engaged with WhiteHat to teach the students of WhiteHat;

WHEREAS, the Parties mutually desire to enter into this Agreement to define and set forth the terms and conditions of the engagement of the Instructor by WhiteHat.

1. Engagement of Services

WhiteHat hereby engages the Instructor and the Instructor hereby agrees to serve in such capacity, while he/she is engaged by WhiteHat. The Instructor shall be responsible to provide formal online training in computer science to children ("Services").

The Instructor hereby agrees that for the duration of this Agreement, he/she shall devote minimum of 120 hours per month between 9 AM and 9 PM IST or 9:30 PM to 8:30 AM IST everyday

Instructor understands that they shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement.

2. Compensation.

As full compensation for all services provided, the Instructor shall be paid as specified in Schedule A, which is hereby made a part of this Agreement "Compensation".

3. Obligations of the Instructor:

- a. Instructor may perform the services required by this Agreement at such place or location and at such times as they may determine and shall ensure adequate internet connectivity as prescribed by WhiteHat in order to maintain the quality of the lessons.
- b. The Instructor must be adequately prepared for the classes in advance, preparing a detailed lesson plan for every class that they conduct.
- c. At all times during the term of this contract, the Instructors must maintain a clean and neat appearance and shall maintain high professional and ethical standards including, without limitation, refraining from making any statement or commit any act which may cause offence on the grounds of race, sex, age or disability.
- d. The Instructor shall conduct the lesson only in accordance with WhiteHat's curriculum design and implementation
- e. The Instructor agrees to work as specified by WhiteHat and to perform other duties assigned by the administrator; and to work cooperatively with the staff, students and administration of WhiteHat.
- f. If the Instructor cannot conduct a lesson during the committed as per committed time due to exigency then he/she has to inform in writing WhiteHat 3 weeks in advance. However, the Instructor is allowed 6 exemptions in a month for the same post which the penalty is applicable as per schedule A.
- g. The Instructor agrees to maintain the levels of competency in subject matter, teaching methods, classroom management, and student supervision required by WhiteHat whether on their own initiative or at the direction of WhiteHat.
- h. Instructor's duties and job assignment may be revised during the Term to meet WhiteHat's needs.
- i. Instructor agrees to refrain from any interest, of any kind whatsoever, in any business competitive to WhiteHat's business.
- j. The Instructor further acknowledges they will not engage in any form of activity that produces a "conflict of interest" with those of WhiteHat.

- k. The Instructor accepts and acknowledges that the lessons may be recorded and gives WhiteHat permission for the same and waive his/her right to claim any compensation for the same.
 - l. The Instructor acknowledges that they have a responsibility towards the well-being of the students assigned to them and shall always maintain the decorum of an Instructor student relationship. The Instructor undertakes to always conduct the lessons in obedience of the applicable law. Any kind of offensive behaviour with the student or parent shall result in immediate unilateral termination of this Agreement.
 - m. In the event of breach of its obligations, WhiteHat may at its discretion penalize the Instructor by providing the reason for the same and take such actions required under the applicable law against the Instructor.
 - n. Instructor undertakes that all the information he/she provides to the Company on accessing and/or using the Services of Company is and shall remain true, accurate and complete at all times.
4. Restrictions and legal compliance
- a. The Instructor agrees that he/she will not make any direct contact with students other than for the purpose of providing a scheduled lesson.
 - b. The Instructor is not authorized nor approved to act or communicate on behalf of WhiteHat and he/she shall not enter into any contract of any kind on behalf of WhiteHat. The Instructor may not present himself/herself as having any position of authority within WhiteHat and may only describe himself/herself as a "tutor/instructor/ instructor".
 - c. Relationship Between the Parties: Instructor's relationship with WhiteHat will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Instructor will not be entitled, under this Agreement, to any of the benefits that WhiteHat may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. Instructor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement, at its own cost.
5. Ownership of Property & Confidentiality: Instructor acknowledges and agrees that all documents, materials, articles, equipment, and other items produced and/or provided to and by Instructor, including but not limited to the curriculum, equipment, memoranda, research notes, correspondence, reports and intellectual properties which are owned by Whitehat in the course of its work ("Coursework") for WhiteHat, shall be the property of WhiteHat, and Instructor shall retain no ownership, interest, or rights therein. Any and all information gathered by the Instructor during the term of this Agreement, including but not limited to the Coursework shall be treated as confidential by the Instructor and the instructor undertakes to

not to disclose the same without prior written consent from WhiteHat to any third party in whole or in part, for any commercial purpose or otherwise.

6. Intellectual Property:

- a. All intellectual property, including but not limited to, patentable inventions, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered by Instructor in performance of this Agreement shall be the property of WhiteHat.

7. Term and Termination: The term of this Agreement shall commence on the Effective Date and shall continue until the Instructor is engaged by WhiteHat ("Term"). This Agreement may be terminated: i) by either party upon twenty one (21) days prior written notice if the other party breaches or is in default of any obligation under this Agreement or engages in any unlawful business practice related to that Party's performance under the Agreement and such default has not been cured within such twenty one (21) day period; ii) by WhiteHat by providing ten (10) days written notice to the Instructor without assigning any reason at any time during the term of the Agreement; iii) by WhiteHat immediately if there is No Show, at third instance by Instructor i.e. failing to obligation termination is applicable, Upon termination by either party, Instructor shall provide to WhiteHat any and all copies, in whole or in part, of the materials (as they then exist) and any materials that WhiteHat provided to the Instructor in connection with this Agreement; iii) WhiteHat reserves the right to terminate the Instructor without prior notice in the case of any fraud, negligence, wilful misconduct or performance of any illegal activity by the Instructor. The clauses of this Agreement, which by their nature should survive termination, shall survive such termination.

8. Indemnity: The Instructor hereby agrees to indemnify WhiteHat and its agents and hold them harmless and keep them at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including but not limited to statutory liability), arising from any infringement or violation of any third party rights, including or breach of the Instructor's obligations, duties, warranties and/or undertakings set forth in this Agreement or damage to property accruing or resulting to any third party furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Instructor in the performance of this Agreement.

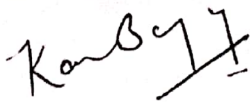
This representation and warranty shall survive the termination or expiration of this Agreement.

9. Entire Agreement: This Agreement and the Schedules hereto supersede any and all other agreements, either oral in writing, between Instructor and WhiteHat and contains the entire agreement between the Instructor and WhiteHat with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

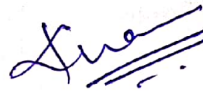
10. **Dispute Resolution & Governing Law:** This Agreement shall be governed in all respects by the laws of India. Any and all disputes arising out of this Agreement shall be resolved mutually amicably, failing which Instructor and WhiteHat unconditionally and irrevocably consent to the exclusive jurisdiction of the courts of Mumbai.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first hereinabove written.

Signed and delivered by
For Whitehat Education Technology Private
Limited



For Instructor



Name: Karan Bajaj
Designation: Director

Name: MEHTAB ZAHKEER SAUDAGAR

Date:

Date: 3/9/2020

Schedule A - Compensation

Compensation would be calculated on a monthly basis as per the following:

<u>Breakup</u>	<u>Pricing</u>	<u>Specifics</u>
<u>Base Pay</u>		Day shift classes (Class start time: 9 AM – 9 PM) Rs. 325/- (Rupees Three Hundred and Twenty-Five) per Regular** class Rs. 50/- (Rupees Fifty only) per Trial* class Night shift classes (Class start time: 9.30 PM – 8.30 AM) Rs. 425/- (Rupees Four Hundred and Twenty-Five) per Regular** class Rs. 100/- (Rupees Hundred only) per Trial* class
<u>Minimum Pay</u>		Minimum payment against the actual earned amount of trial classes, paid classes and other incentives is as follows: - <ul style="list-style-type: none"> • 1st Month*** – Rs. 10,000 • 2nd Month – Rs. 20,000 • 3rd Month onwards – Rs. 25,000 (Maximum of either Minimum pay OR actual amount earned will be paid) Minimum payment is subject to providing minimum 120 slots in total and minimum 60 slots in each shift they work in the month.

Incentives:

In addition to the above compensation, there will be ad-hoc incentives and other Minimum Guaranteed payment schemes running with regards to slots made available. Also, incentives on converting trial students to paid students or projects feedback or student feedbacks or referrals are provided. For all such incentives, the Instructor will be notified in advance by Whitehat.

Penalty:

- Instructor can cancel an unbook slot any time and booked slot with prior notice of 21 days without any penalty.
- Any scheduled class that is cancelled by the Instructor without 21 days prior notice is considered a "No Show". The Instructor is allowed only 6 No Show's in the month post which penalty is applicable as follows

Shift	Class Time	Trial Class penalty	Paid class penalty
Day shift	9 AM - 9 PM	Rs 100	Rs 550
Night shift	9.30 PM- 8.30 AM	Rs 200	Rs 800

- Instructors can be exempted from the penalty in case of medical emergency or any other genuine reasons provided proof is submitted for the same.
- At the 3rd instance of No Show even after 6 exemptions in a month the profile is locked on the system for further changes and this Agreement shall be terminated effective immediately.

- For the month of joining,
 - If the instructor joins on or before 15th of the month, calculation of Minimum Guaranteed pay would be on pro rata basis
 - If the instructor joins after 15th of the month, no Minimum Guaranteed pay would be applicable.

*Trial Class - First class for a student before the student signs up for the WhiteHat Jr Subscription classes

**Regular Class - Classes that take place after the student signs up for the WhiteHat Jr Subscription classes

*** If the Instructor joins on or before 15th of the month then the same month would be considered as the first month. If the instructor joins after 15th of the month then next month would be considered as the first month. The second month would be the next calendar month after the first month and so on.