

Instructor Contractor Engagement Agreement

This Instructor Contractor Engagement Agreement (the “**Agreement**”) is entered into on 11 April 2022 (the “**Execution Date**”), and will be effective from 1-January, 2022 (the “**Effective Date**”), by and between:

- A. **Whitehat Education Technology LLC**, a limited liability company incorporated under the laws of the U.S. State of Delaware, that has its office at Spaces Levi's Plaza, 1160 Battery Street East, Suite 100, San Francisco, CA 94111, United States of America (hereinafter referred to as “**Company**”);

AND

- B. Mehtab Saudagar
(*Your Full Name – for example, Shruti Nidhi Kaur, not S. Kaur*)

an independent contractor interested in offering services to Company as set out in this Agreement, with

Tax ID Number: ARIPK5832B (*Your India PAN etc.*)

who resides at: A-203,Nagnath CHS, 7 Bungalows, Off J.P. Road, near Axis Bank, Andheri West,

Mumbai-400053

(*Your Full Address, including Street, City, State, Postal Code, Country*)

(hereinafter referred to as “**Contractor**”).

Company and Contractor may individually be referred to as “Party” and collectively as “Parties.”

WHEREAS Company operates through the brands WhiteHat Jr. and BYJU’S FutureSchool, respective websites and mobile applications (together, termed the “**Platform**”) and facilitates, amongst others, online education services and aims at providing lessons in various subjects/courses to children and/or adults (“**Student(s)**”).

WHEREAS it is the policy of Company to appoint highly qualified trainers who support Company’s initiatives and programs in pursuit of quality education to Student(s) (“**Instructor**”);

WHEREAS Contractor desires to provide services to Company as an Instructor and teach its students using the Platform; and

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

In consideration of the foregoing, which is incorporated herein by reference, the Parties agree as follows:

WHITEHAT EDUCATION TECHNOLOGY LLC

1. Engagement of Services:

- A. Company hereby engages Contractor as an Instructor and Contractor hereby agrees to serve in such capacity while engaged by Company. Contractor shall be responsible to provide formal / structured online training and instructions in various subjects (“**Courses**”) to children through the Platform or such other portal as prescribed by Company from time to time (“**Services**”). Contractor will perform the Services in accordance and full compliance with all applicable laws, regulations, and industry and Company standards of quality, ethics, and professionalism.
- B. As part of their engagement for the Services, Contractor hereby agrees to devote the time required to teach the Courses that Contractor voluntarily chooses to teach in their entirety as may be prescribed by Company from time to time (each session is referred to as a “**Class**”).
- C. Contractor agrees to abide by the ‘Work Standards and Code of Ethics’ contained in **Schedule B** in performance of the Services. Company reserves the right to revise the standards applicable to performance of the Services and to specify additional standards during the Term, and Company will provide Contractor notice of the same.

2. Compensation:

As full compensation for all Services provided by Contractor under this Agreement, Company will pay Contractor as specified in **Schedule A** of this Agreement pertaining to “Compensation.” Contractor shall provide necessary documents as required by law to assist Company in making payment to Contractor as per applicable laws and this Agreement. Depending on the documents received from the Contractor, the Company shall adopt appropriate withholding tax position as prescribed by the law.

3. Obligations of Contractor:

- A. Contractor may perform the Services at such place or location and at such times as Contractor may determine and shall ensure adequate and continuous internet connectivity to meet the minimum quality standards specified by Company in order to maintain the quality of the lessons and to complete the respective Class without interruption.
- B. Contractor accepts and acknowledges that the lessons imparted by Contractor may be recorded by Company Group and Contractor gives Company Group permission/consent to record the same and exclusive rights throughout the world in the recorded lessons as specified below. Contractor hereby agrees to deliver to Company all papers, permission(s), documents, files, electronic data or media, reasonably requested by Company in connection therewith. For purposes of this Agreement, “**Company Group**” means Company and any entity currently existing or subsequently formed that directly or indirectly controls, is controlled by, or is under

common control with Company, whether by contract, through the ownership of voting securities or otherwise.

- C. Contractor acknowledges that an integral part of the Services is that Contractor has the responsibility to ensure the well-being of the Students assigned to Contractor while in Class. Contractor always shall maintain the decorum of an Instructor-student relationship and act professionally toward each student and parent. Contractor undertakes to always conduct the lessons in full compliance with applicable law.
- D. If Company Group becomes aware of violation of any applicable law, Company Group reserves the right to report such behavior to law enforcement and to take any other actions required or appropriate under applicable law.
- E. Contractor shall not post on any social media platforms regarding Company Group or its students. Contractor shall not comment on social media platforms on any issue regarding Company Group unless requested explicitly by Company. Contractor shall not reply to any media or external-party requests for comment. In case of any such queries, Contractor immediately shall contact the Corporate Communications team.
- F. Contractor shall neither use nor aid, assist, publish, display, or share with any third party including on any social media platform or Internet any Confidential Information (as defined in Section 5) or content, material, or information about Company Group or its students or customers, including but not limited to any images, screenshots, photos, internal conversations, emails, text, curriculum, audios, videos, tutorials, reading materials and/or any other materials which can be used in a defamatory or disparaging manner against Company Group and/or Platform.
- G. The identity of Company Group 's students, as well as Company Group's Platform and curriculum, is considered confidential and proprietary information of Company Group. Contractor shall not, directly or indirectly, do any of the following: (1) contact any student (including their parents) of Company in order to solicit work or provide any services to them without express prior written permission from Company, except for communications made in connection with Contractor's provisions of the Services on Company's behalf; (2) use Contractor's professional relationship with any current or potential student of Company for Contractor's private advantage or commercial gain; (3) not use Company's or Platform's name/brand to promote Contractor's services in any manner whatsoever; or (4) engage in any form of activity that produces a "conflict of interest" with the business or activities of Company. Nothing in this Agreement, including the prior sentence, prohibits Contractor from (i) engaging in outside business interests and other tutoring and teaching that does not use the Platform or Confidential Information of Company Group and/or disclose any information related or pertaining to the Student(s), or (ii) engaging in other activities permitted by applicable law.

- H. While performing the Services or communicating with any actual or potential students (or parents) of Company Group, Contractor shall focus on the Services and the Class and not make any disparaging statements, criticisms, or arguments which brings public disrepute or ridicule to the Company Group.
- I. Contractor shall not redesign, reverse engineer, recompile, or reassemble the Platform or any Company Group portal/applications to which Contractor has access.
- J. Contractor shall not take any other actions that may be detrimental to the Company Group, including posting or submitting any unauthorized, plagiarized, defamatory, immoral, unethical, obscene or illegal content on/via the Platform.
- K. Contractor confirms that there is no pending claim, suit, proceeding, investigation, litigation, or such other action(s) brought by a person, government authority, or other third party against Contractor (“**Action**”) as of the Effective Date nor has there been any Action against Contractor in the past except as disclosed in writing. If any Action is threatened or pending after the Effective Date and during the Term, Contractor will provide written notice to Company within three calendar days in the same manner.
- L. Nothing in this Agreement (including Sections 3, 4, or 5) is intended to or does restrict or impede a Party from (1) making disclosures as may be required or protected by law or legal process, including in connection with a government investigation or proceeding by any federal, state, and local governmental agency or commission (“**Government Agency**”), or (2) otherwise exercising protected rights to the extent that such rights cannot be waived by this Agreement.

4. Restrictions and legal compliance:

- A. Contractor will not make any direct contact with Company’s students other than for the purpose of providing the Services and conducting scheduled lessons through the Platform.
- B. Contractor is neither authorized nor approved to act or communicate on behalf of Company and shall not enter into any contract of any kind on behalf of Company. Contractor may not represent to others that Contractor has any position of authority within the Company and should use the title independent “Tutor/Instructor” in connection with the Services.
- C. Relationship Between the Parties: It is the express intention of the parties that Contractor perform the Services as an independent contractor. Contractor's relationship with Company 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. Without limiting the generality of the foregoing, Contractor is not authorized to bind Company to any liability or obligation, make promises or act on behalf of Company, or otherwise represent that Contractor

has any authority for Company. Company will not control how the Services are performed on a day-to-day basis while teaching the Courses and any Class. Rather, Contractor has the right to and will in fact control the manner and methods in which the Services are performed and is responsible for determining the best way to perform the Services; provided that nothing herein limits Contractor's obligations to meet this Agreement's requirements and the standards and conditions specified by Company. Contractor is obligated to report as income all compensation received by Contractor under this Agreement, and to pay all applicable taxes (including self-employment and other taxes) on such income, and Contractor will be solely responsible for making all such contributions, premium payments, and income tax remittances in conformity with any applicable statutory requirements on Contractor's own behalf. Contractor is responsible for obtaining insurance as commercially reasonable or as required by law and for obtaining and maintaining any applicable business licenses. Contractor has had the opportunity to carefully review and discuss with an attorney of Contractor's choosing this Agreement and Contractor's engagement by Company as an independent contractor. Each party waives and will be estopped from asserting any claim that Contractor is not an independent contractor under the terms of this Agreement. Contractor will indemnify and hold Company harmless to the extent of any obligation imposed on Company to pay in withholding taxes or similar items or resulting from a determination that Contractor is not an independent contractor.

- D. Contractor is not an employee of Company and will receive only the fee for Services listed in Schedule A and not any benefits. Contractor is not entitled to (under this Agreement or otherwise) and will not receive any of the rights or benefits that Company may provide or make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid leave (including vacation, holidays, and sick leave), workers' compensation or unemployment insurance, overtime pay, severance pay, or any other statutory benefits.
- E. Contractor will furnish all tools, materials, equipment, supplies, and other resources necessary to accomplish the Services (except as expressly provided in **Schedule C**, if applicable) and will incur all expenses associated with performance. Contractor warrants that all such equipment, materials, and supplies will be in good repair and appropriate for the task and that Contractor will not rely on the equipment, materials, or supplies of Company to provide the Services. Any equipment provided by Company shall be used strictly for professional purposes and returned promptly to Company by Contractor upon conclusion of this Agreement in a safe and sound condition. Contractor shall be liable for any damages except for normal wear and tear sustained in case of ordinary use.

5. **Confidentiality & Background Verification:**

- A. Contractor acknowledges and agrees that Contractor will receive Confidential Information from Company Group. "**Confidential Information**" means any non-

public information that relates to the actual or anticipated business, research, or development of Company Group and any proprietary information, data, trade secret, and know-how of Company or its affiliates that is disclosed to Contractor by Company Group, either directly or indirectly, in writing, orally, or by drawings or inspection or observation of tangible items. Confidential Information includes, but is not limited any curriculum, products, services, student/customer lists and information, user/log-in information, developments, inventions, processes, technology, designs, marketing, finances, budgets, videos, tutorials, materials, images, and other business information, whether or not marked or designated as confidential. Confidential Information is the sole property of Company. Contractor shall not, during and after the Term, disclose Confidential Information to any third party or use Confidential information other than for the performance of Services for Company.

- B. Contractor will be given access to the Platform to provide the Services. Contractor acknowledges that all information related to the Platform, including user/login credentials, is Confidential Information and will not be disclosed or used other than in performance of the Services.
- C. Company Group has received, and in the future will receive, confidential or proprietary information from third parties subject to a duty on Company Group's part to maintain the confidentiality of the information and to use it only for certain limited purposes. Similarly, any information Contractor receives from students or customers, including information voluntarily disclosed by students or parents, will be considered Confidential Information. If Contractor receives such third party information from Company Group or their students and customers, Contractor will hold such confidential or proprietary information in the strictest confidence and not to disclose it to any person or entity, or to use it except as necessary in carrying out the Services for Company consistent with Company Group's duties to the applicable third parties.
- D. Any and all information gathered by Contractor from Company Group during the Term of this Agreement, including but not limited to the Coursework (as defined in the following section) shall be treated as Confidential Information by Contractor and Contractor undertakes not to disclose the same without prior written consent from Company to any third party in whole or in part, for any commercial purpose or otherwise.
- E. Contractor also agrees that they shall not use or provide access to any third party of any Confidential Information of Company Group, for any purpose other than to provide their services as per this Agreement. Contractor shall limit the disclosure of the Confidential Information to only those employees and agents who have a need to know the information for the limited purpose of executing their job responsibility, strictly in accordance with the specifications of Company.

- F. Whereas the Services provided by Contractor to Company may include access, receipt, storage, processing, transmission, sharing and treatment of personal data of students associated with Company's Platform and their parents/legal guardians, Contractor hereby undertakes to comply with the following:
- a. treat the personal data to which Contractor has been granted access to by Company Group only in accordance with the legal requirements of data treatment established in the applicable law and legislation which governs this Agreement, with the sole purpose of complying with the obligations set out in this Agreement and by no means Contractor shall use such personal data for a different purpose;
 - b. Contractor hereby agrees not to disclose to third parties the personal data to which either party has been granted access, except for those necessary for the data processing and upon formal agreement regarding data protection;
 - c. Keep all personal data and information entrusted to Contractor by Company Group in absolute secrecy. Such obligation shall survive the termination of this Agreement;
 - d. Have all necessary rights, consents and/or authorizations required by the applicable law to disclose, share and/or authorize the processing of personal data in order to comply with all contractual and/or legal obligation;
 - e. Immediately notify Company of requests for data access, by any person and/or governmental authority, to any of the personal data received and not share the data unless authorized by Company;
 - f. Inform Company of any security incident within forty-eight (48) hours of the moment it became aware, by any means, of the respective incident;
- G. Each Party agrees that, if there is a breach or threatened breach of the confidentiality, intellectual property, or non-solicitation obligations under this Agreement by Contractor, Company Group may have no adequate remedy in damages and will be entitled to seek injunctive relief and other equitable remedies for any such breach in any court of competent jurisdiction. Contractor further agrees that they will not oppose the granting of such relief. Such remedies are not the exclusive remedies for breaches of the confidentiality, personal data protection, and other obligations of Contractor and are in addition to all other remedies available at law or in equity to Company Group.
- H. Contractor acknowledges and agrees that:
- (a) Company may share Contractor's personal information and documents, including but not limited to government-issued identity document such as aadhaar, voter identity, tax identification number, permanent account number, driver's license, name, date of birth, address, mobile number, email address, education record(s), and previous employment record(s) with a third party service providers for background verification purposes consistent with applicable law. Contractor hereby authorizes Company to initiate/conduct such background verifications and Contractor agrees to execute any forms required to authorize such a background check.
 - (b) Contractor authorizes Company and its third party service providers to (i) collect

and store Contractor's personal information and documents, conduct verification, collect verification reports, and check references, and (ii) make available Contractor's digital record to persons, agencies, and third party service providers for the purposes of processing Contractor's background verification, which information shall be shared on a need-to-know-basis.

- (c) Contractor represents and warrants that all the information Contractor has or will provide to Company, including information provided in connection with engagement as an Instructor or with accessing and/or using the Platform, has and will be true, accurate, and complete at all times.

6. Intellectual Property Ownership:

Contractor acknowledges that, as between Contractor and Company, Company is the owner of and retains all rights in all information and other materials provided on the Platform or via Company (including but not limited to the curriculum taught, all texts, software, graphics, photos, illustrations, apps, trademarks and logos).

Contractor acknowledges and agrees that all documents, materials, articles, equipment, and other items produced by and/or provided to Contractor, including but not limited to the curriculum, equipment, software, memoranda, research notes, correspondence, and reports ("**Coursework**") shall be the exclusive property of Company, and Contractor shall retain no ownership, interest, or rights therein. All intellectual property rights in the Coursework, including but not limited to, patents, copyrights, trademarks, and trade secrets, developed, created or discovered by Contractor in performance of this Agreement shall be the exclusive property of Company. Contractor irrevocably assigns and grants to Company all rights, title, and interest in the Coursework, without any additional compensation or claim for money from Company. To the extent the foregoing transfer and assignment of all rights to Company is not valid, Contractor hereby grants to Company the exclusive, irrevocable, perpetual, transferable and sublicensable right to use, reproduce, distribute, publicly perform, publicly display and create derivative works of the Coursework, in any format or media. Contractor further waives all moral rights in the Coursework, to the extent permitted under applicable law. Contractor agrees to cooperate with Company to accomplish and document the transfer of all rights in the Coursework to Company, as the Company may require.

7. Termination:

This Agreement shall commence on the Effective Date and remain in effect unless otherwise expressly canceled by either Party as per the terms of this Agreement ("**Term**"). This Agreement may be terminated at any time during the Term:

- a. by Contractor upon providing 21 (twenty-one) days' prior written notice;
- b. by Company immediately and without prior notice if Contractor refuses or is unable to perform the Services, including failing to meet minimum standards of class performance, curriculum expertise, and class conduct;
- c. by Company immediately and without prior notice if Contractor is in breach of any obligation under this Agreement (including obligations under Sections 1, 3, 4, 5, or 6), its attachments (including Schedules A and B), or any other standards relating to the Services communicated to Contractor by Company (including policies relating to anti-harassment and anti-discrimination); and

- d. by Company by providing 7 (seven) days' prior written notice to Contractor without assigning any reason.

Upon termination by either Party, or upon Company's earlier request, Contractor shall provide to Company within three calendar days all of Company's property, Confidential Information, third party confidential information, any work product associate with the Services, and any materials that Company provided to Contractor in connection with this Agreement, including any copies. Sections 3 through 13 shall survive termination of this Agreement. The login ID provided to Contractor to log into the Company website shall be deactivated on the date of termination. Company shall complete full and final settlement of all amounts payable within 60 (sixty) calendar days of the date of termination.

8. Indemnity:

Contractor hereby agrees to indemnify, defend, and hold harmless Company, its affiliates, subsidiaries, parents, and related companies, and its and their present former, and future successors and assigns, and all of its and their present, former, and future directors, officers, employees, trustees, associates, and agents (together, the "**Indemnitees**"), from and against all taxes, losses, damages, liabilities, penalties, costs, and expenses, including attorneys' fees and other legal expenses, sustained or incurred by Indemnitees arising directly or indirectly from or in connection with: Contractor's breach of any portion of this Agreement, including breach of Contractor's obligations, duties, warranties, representations, or undertakings; any negligent, reckless, or intentionally wrongful act of Contractor; any failure of Contractor to perform the Services in accordance with all applicable laws, rules, and regulations; or any infringement or violation of any third party rights, including resulting in whole or in part from Company's use of the work product of Contractor under this Agreement; any negligent, reckless, or intentionally wrongful act of Contractor; any failure of Contractor to perform the Services in accordance with all applicable laws, rules, and regulations; or any violation or claimed violation of a third party's rights resulting in whole or in part from Company's use of the work product of Contractor under this Agreement.

9. Entire Agreement:

This Agreement and all exhibits (including the Schedules) contain the entire agreement between Contractor and Company with respect to the subject matter hereof and supersede any and all previous communications, representations, understandings, or agreements, either oral or written, including any agreement executed with any member of Company Group, with respect to said subject matter. 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. Notwithstanding the foregoing, all Contractor's obligations relating to protection of any affiliate's Confidential Information or intellectual property interests will survive.

10. Assignment; Successors and Assigns:

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Contractor, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company. Company may assign its rights and obligations under this Agreement upon written notice to Contractor. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties

and their respective successors and permitted assigns. Any assignment in violation of the foregoing will be null and void. All Company Group members are intended as third-party beneficiaries of this Agreement.

11. **Dispute Resolution & Governing Law:**

- A. For purposes of this Agreement, the following terms applicable to governing law and disputes will apply. By signing below, Contractor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in the venues listed below, and further waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- B. In the case of any dispute arising out of or related to this Agreement, including the performance of the Services (“**Dispute**”), either party shall give to the other written notice of such Dispute (“**Written Notice**”), and the parties shall discuss the Dispute in good faith and endeavor to amicably resolve it.
- C. For a Contractor located in the United States of America, this Agreement will be governed by the laws of the State of Delaware, United States of America. If a Dispute cannot be resolved amicably within 30 (thirty) calendar days from the date of the Written Notice, such Dispute shall be referred to and finally settled by binding arbitration administered by the International Centre for Dispute resolution in accordance with the International Arbitration Rules (“**ICDR Rules**”) by a single arbitrator appointed in accordance with the ICDR Rules. The place of arbitration shall be Dover, Delaware, United States of America. The language of the arbitration shall be English. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.
- D. For a Contractor located in all other countries, this Agreement will be governed by the laws of India, and the venue for any dispute resolution will be the courts located in Mumbai, Maharashtra. If a Dispute cannot be resolved amicably within 30 (thirty) calendar days from the date of the Written Notice, such Dispute shall be referred to and settled by arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The sole arbitrator would be appointed by the Company. The place of arbitration shall be Mumbai, India. Notwithstanding the resolution of disputes arising out of or relating to this Agreement through arbitration, the Parties further agree to the exclusive jurisdiction of the Courts in Mumbai, Maharashtra for all matters relating to this Agreement including the enforcement of an arbitral award. Any arbitral award determination shall be final and binding upon the Parties. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.
- E. No class or collective actions can be asserted in arbitration or otherwise, and the Parties each waive any right to participate in any class, representative, or collective proceeding.

This arbitration agreement does not allow for class arbitrations even if the procedures or rules applicable to the arbitration permit such proceedings. The Parties are only entitled to pursue arbitration solely in an individual capacity, and not a plaintiff or class member in any purported class or collective proceeding. The arbitration award shall be final and binding. Judgment upon the award may be entered and enforced by any court of competent jurisdiction, including any court having jurisdiction over the relevant party or its assets.

F. This Agreement, including this Section 11, will be applied in a manner consistent with applicable law.

12. Severability. If any provision in this Agreement constitutes a violation of any applicable law or is deemed unenforceable or void, then such provision, to the extent only that it is in violation of law, or is deemed unenforceable or void, will be deemed modified to the extent necessary so that it is no longer unenforceable, void, or in violation of law and such provision will be otherwise enforced to the fullest extent permitted by law. If such modification is not possible, said provision, to the extent that it is in violation of law, unenforceable, or void, will be severed from the remaining provisions of this Agreement, which will remain in full force and effect to the maximum extent consistent with applicable law.

13. Notices:


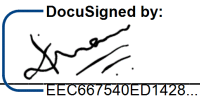
Company may give Contractor all notices (including legal process) that Company is required to give by any lawful method, including by posting notice on the Platform or by sending it to any email or at mailing address provided at the recitals of this agreement, that Contractor provides to Company. Contractor agrees to provide current and accurate contact information to Company and to check for notices posted on the Platform. Contractor agrees to send Company any notice by mailing it to the applicable address listed below the signature block with a copy to: legal@whitehatjr.com.

14. Acceptance of the Terms:

The terms mentioned aforesaid relating to this Agreement govern Contractor's engagement to provide Services as an Instructor for Company. By accepting this Agreement, Contractor agrees to abide by the terms of this Agreement. If Contractor does not agree to the terms of engagement as specified in this Agreement, Contractor should not sign this Agreement with Company.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For Whitehat Education Technology LLC  <hr/> Authorized Signatory: Aaron Kornblum Title: General Counsel Address for Notices: Whitehat Education Technology LLC d/b/a BYJU'S FutureSchool 1160 Battery St East, Suite 100 San Francisco, CA 94111 United States of America	For Contractor Signature:  Date: <u>11 April 2022</u>
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WHITEHAT EDUCATION TECHNOLOGY LLC

Schedule A – Compensation

For Contractors based in India, payment for the Services consists solely of the following:

Total payout accrued compensation to Contractor would be calculated on a monthly basis as per the following:

<u>Type of payment</u>	<u>Base Pay (during 9 AM to 9 PM)[#]</u>	<u>Incentivized Pay (during 9.30 PM to 8.30 AM)[#]</u>
<u>Per Class Fees</u>	Rs. 325/- (Rupees Three Hundred and Twenty-Five) per Regular** class Rs. 50/- (Rupees Fifty only) per Trial* class	Rs. 425/- (Rupees Four Hundred and Twenty-Five) per Regular** class Rs. 100/- (Rupees Hundred only) per Trial* class
<u>Minimum Guarantee***</u>	During the first three month after the Joining date i.e. the date on which the Instructor has begun providing its Services to the Students, Company will provide Contractor a minimum guaranteed payment, which will be offset by any actual earned amount for trial classes, paid classes, and other incentives (if any) provided by Company. The minimum payment for Coding and Math is as follows: - <ul style="list-style-type: none"> • 1st Month – Rs. 10,000/- • 2nd Month – Rs. 20,000/- • 3rd Month – Rs. 25,000/- (Higher of Minimum Guarantee OR Actual Amount earned will be paid to Contractor).	

*Trial Class - First class for a student before the student signs up for Company subscription classes.

**Regular Class - Classes that take place after the student signs up for paid Company subscription classes.

*** Minimum Guarantee amount payment, is subject to providing minimum 120 hours slots/classes per month as per business hours defined. Minimum Guarantee pay out can be changed or removed at any point of time at the sole discretion of Company and is not a permanent incentive/program.

Note- One class (trial/regular) will be of a duration of one hour.

All times are based on Indian local time.

The payout can change at Company's discretion. Any such changes announced will prevail but will not change pay for Services provided before the change announcement. It is hereby clarified in the event there is a discrepancy in the payout to an Instructor, the terms of the

payout mentioned in the Instructors dashboard shall prevail over this annexure.

Internet Reimbursement:

In addition to the above compensation, Contractor will be reimbursed with the lower of INR 1500/- or the actual invoice amount for Internet connection, upon submission and verification of the required documents, as per existing procedure of Company.

Penalty/Deduction for not meeting the standards, ethics prescribed by Company and requirements mentioned in this Agreement, shall be calculated as below:

Penalties/Deductions*

- Contractor can cancel an un-booked Class at any time, and a booked Class with prior notice of 21 (twenty one) days without any penalty.
- Any scheduled class that is canceled by Contractor without 21 (twenty one) days prior notice is considered a “Cancellation”.
- Contractor is allowed only 6 (six) “Cancellations” in a month, post which penalty is applicable as follows:

Sr. No	Class Hours	Penalty Per Trial Class Cancellation	Penalty Per Regular Class Cancellation.
1	9 AM - 9 PM	Rs 100/-	Rs 550/-
2	9.30 PM - 8.30 AM	Rs 200/-	Rs 800/-

- If Contractor does not cancel a scheduled class and then doesn't attend the class at all, it is highly unacceptable and shall attract penalty(ies). At 3rd such instance and onwards, this Agreement may be terminated unilaterally by Company with immediate effect.
- The penalty shall be subject to deduction from payments that accrue to Contractor for classes already taken.

* Penalties/Deductions, as applicable, can be changed or modified at any point at the sole discretion of Company.

Schedule B

Work Standards and Code of Ethics

Code of Conduct while teaching

Teaching is the core responsibility of Contractors assigned to provide Services as an Instructor at Company. It is the Instructors' responsibility to maintain the integrity of the service Company offers. To do so, there are certain dos and don'ts the Instructor must follow.

What is the Code of Conduct? In addition to the general requirements in the Contract, Instructors also must follow certain basic requirements in providing the Services:

- The Instructor shall be punctual for the class the Instructor has committed to teach as per the guidelines for trial and paid classes and maintain consistent punctuality as per the highest standards of the Platform.
- The Instructor shall fully prepare for each Class in advance and take all preparatory steps necessary for conducting the class as per the course (s) selected by the Student (s).
- The Instructor has discretion on day-to-day performance of the Services, provided that the Instructor shall follow Company's curriculum design and implementation and provide the Services to the standards, parameters, and qualities of Services as specified by Company from time to time. The Instructor also will provide the Services in a cooperative manner when engaging with the staff, students, and administration of Company.
- The Instructor shall perform the Services using high levels of competency in subject matter, teaching methods, classroom management, and student supervision.
- The Instructor shall minimize outside distractions. This includes (1) putting their phone on silent mode, (2) not engaging in phone calls, texting, or other outside activity during the Class, and (3) not eating during the Class.
- The Instructor shall focus on the Class during Class time. This means not engaging in the following during the Class: (1) sleeping, (2) leaving any student unattended, or (3) outside activities (e.g., work for other clients, business development, household chores, etc.).
- The Instructor shall exercise professional standards during the Class. This includes (1) dressing appropriately and professionally, (2) sitting on a chair (and not on a bed, sofa, recliner, pouffe, or similar surface while conducting Class), and (3) acting professionally and using appropriate language and effective communication styles conducive to teaching.
- The Instructor shall refrain from using the official Company email address for personal purposes. (Instructor is provided an official email address *only* for the limited purpose of communicating with students about a Class)

- The Instructor shall not engage in malicious activities such as marking a project complete when such is not the case, making derogatory remarks, indulging in corrupt behaviour, letting another person conduct the class on Instructor's behalf without advance authorization of Company), and engaging activities of a similar nature.
- The Instructor shall treat every student with respect and civility and avoid discrimination or harassment. or harassment. This includes not treating anyone differently based on any protected classification (including national origin, ancestry, citizenship, race, color, religion, creed, sex, sexual orientation, gender (including gender identity and gender expression), age, marital status, medical condition, disability, genetic information, military and veteran status, or any other class or activity protected by law).
- The Instructor shall take steps to ensure no unnecessary visual or other disruption during Class. This includes (1) keeping the virtual classroom noise and distraction-free with optimal lighting and a non-cluttered background, (2) keeping the Instructor's camera wiped and well-adjusted such that the Instructor's image is in the centre of the screen, and (3) keeping the camera on throughout the Class unless otherwise advised by the Company technology team).
- The Instructor shall take steps to ensure no technological disruption during Class. This includes (1) using a quality microphone consisting of a headset and a mic, (2) keeping their laptop fully charged to sustain any power failure, and (3) maintaining an optimal internet speed and testing it in advance of the Class such as at fast.com or speedtest.net).
- The Instructor shall be available and follow the scheduled Class time that the Instructor has requested and agreed to teach. This includes (1) keeping the login credentials handy and starting the system 15 minutes before the Class, (2) giving advance notice at least 3 (three) weeks in advance and not canceling the Class with less notice, and (3) not ending Class early or late.
- The Instructor shall not record the Class or capture any Class image without the Parent's prior written consent.
- The Instructor shall ensure conformity with all applicable policies of Company including the Policy on Prevention of Sexual Harassment at Workplace [and Name of Anti-Discrimination Policy].

Code of Conduct while engaging with students

Interacting with students is an integral part of Instructor's engagement with Company to provide the Services, including taking trial classes, teaching paid classes, giving feedback, and addressing queries. As students are at the centre of Company's work, the Instructors have an important responsibility to build an effective relationship with the students and maintain it throughout the performance of the Services. There are certain dos and don'ts that the Instructors must follow:

Dos	Don'ts
<p>Taking pictures and videos of student/Class with the parent's written consent.</p> <p>Sharing pictures and videos of your happy moments teaching your students are always welcome.</p>	<p>Taking pictures of student/Class without their Parent's written consent.</p> <p>Taking a picture of your student or their Parents without the Parent's written consent is not acceptable. Incidents where these pictures are being shared in different teacher community platforms or making fun of their looks, names, or environment, is disrespectful and won't be tolerated.</p>
<p>Being patient and empathetic with students irrespective of their learning capacity.</p> <p>We want each and every one of our Instructors to operate with patience and empathy. We want Instructors to understand that each student is different. The time they take to understand and apply each content as a result will be different. Hence, Instructors need to be patient and give support accordingly.</p>	<p>Getting angry with students when they don't understand easily.</p> <p>When students take time to understand concepts, or when they don't listen to your instructions, it's natural to feel frustrated and angry. But it is not acceptable for an Instructor to take that anger out on students or make them feel unsafe in the class.</p>
<p>Discuss with the students student actions or issues that are acting as obstacles in achieving the desired outcome and seeking solutions.</p>	<p>Labelling students and communicating disrespectfully about students on different platforms.</p> <p>Discussing your students' inabilities in a negative sense.</p>

While using online platform - Workplace

DOs	Don'ts
<p>Share knowledge</p> <p>Company community values learning. What can we learn from you? Contribute to the Instructors' community by starting conversations about your</p>	<p>Do not post illegal, inappropriate, discriminatory, harassing, malicious, defamatory, disparaging, hateful, threatening, or similar content.</p>

experiences and expertise.	
Be respectful Be thoughtful of others in your online engagement and add to the supportive and celebratory feeling of Company	Do not spam members through posts or personal messages or make statements that could damage the reputation of other members.
Maintain nurturing work environment Answer questions, share what's working for you, address concerns etc.	Don't disrupt the professional environment. If anyone states that your words, tone, or sentence choices make them uncomfortable, apologize and retreat from the action.
For any complaints and grievances, please limit yourself to sharing of factual details.	Don't share personal information such as photos or contact information of any Instructor with others without their consent.
	Don't share with anyone your credentials that might give outsiders access to Company's platform.

While engaging with Company team

Dos	Don'ts
Reach out to the right channel for support Concierge and Instructor chat is the first key channel of support for Instructor. If this doesn't work after giving a considerable amount of time, use the ombudsman option from your dashboard.	Spam personal chat Don't spam the staff members on their personal number or in their email, workplace inbox. This behaviour is highly discouraged.
Respectful communication As teachers and staff members working on two different sides of the same task, it is understandable how you expect immediate support from them. But please do understand that considering the number of teachers in the platform, you will have to wait for the time given to resolve your concerns.	Disrespectful communication It is understandable if you feel frustrated and angry when your concerns are not resolved immediately. But in such situations, using words, tone or sentences which are disrespectful are not tolerated.

Schedule C

Equipment	Wacom tablet
Whom	Contractors assigned to provide Services in Mathematics may be provided a Wacom tablet for use.
Purpose	<p>i) Participation in the demo certification round as part of the teacher selection process for Company's mathematics course; and</p> <p>ii) Upon selection, for further use of the tablet as an Instructor for the mathematics live classes of Company.</p>
Undertaking	<p>i) Contractor shall promptly inform Company within 24 hours of any issues in the Wacom tablet and its operability a) at the time of its delivery and b) during its usage so that Company can diagnose or arrange logistics for its replacement/repair.</p> <p>ii) In the event of Contractor's non-selection in the demo-certification round or b) upon discontinuation of Contractor's services as an Instructor for the Mathematics live classes either voluntarily or by Company.</p> <p>Company will collect the Wacom tablet from the Contractor's given address., Incase of unavailability of the Contractor or pickup not possible from Contractor's address, Contractor undertakes that it shall promptly ship the Wacom tablet provided by Company at Company provided address.</p>
Consequence	<p>i) Failure to report issues in the Wacom tablet within the specified time would hamper/obstruct Contractor's participation in the demo certification round and, upon selection, as an Instructor for the mathematics live classes. Such failure may lead to discontinuation of Contractor's engagement as an Instructor with Company.</p> <p>ii) In the event Wacom tablet is damaged due to improper handling in contravention of the usage guidelines and/or not returned upon Contractor's non-selection or discontinuation as an Instructor for mathematics course, Contractor shall reimburse Company the depreciated value of the Wacom tablet on the date of separation in terms of Company's policy and the same shall be adjusted from the receivables that are due and payable to Contractor by Company at the time of separation.</p>

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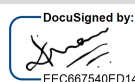
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Signature Adoption: Drawn on Device

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