

To:
Mohith Kumar
Mohith

September 05, 2024

Dear Mohith,

Edstruments India Private Limited (the “Company”), a subsidiary of Edstruments Inc., a Delaware corporation, is pleased to offer you employment with the Company on the terms described below.

At Edstruments, all team members are expected to uphold our mission and values:

Mission: Edstruments exists to equip education leaders with the knowledge and tools to most effectively and equitably serve students.

Values:

Integrity: Do the right thing, every time

Impact: Keep mission front and center, strive for something great

Diversity: Leverage different backgrounds, perspectives, and styles

Communication: Speak up, boldly and with empathy

Ownership: Act with initiative and responsibility

Growth: Pursue development of self and others

Humility: Demonstrate gratitude and celebrate others

Know that by joining our small team, you are a critical flag bearer of our culture both internally and externally. I’m confident that during your time with us you will work and lead in your own unique way that honors the above, and that the Company, our team, and our clients will be left better by you as a result.

1. **Position.** You will start in a full-time position as Junior Frontend Developer and you will initially report to the Company’s Software Engineering Manager. Your primary duties will include backend software development using the Company’s tech stack and other tools. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.

2. **Remuneration.** Your starting annual base salary will be **Rs. 12,00,000/-**. This is a gross salary amount inclusive of your base salary and all allowances (including HRA, Medical, Leave Travel, etc.). You will be eligible for a **Performance Bonus of Rs. 1,00,000** upon completion of 12 months continuous service in good standing with the Company, bringing your **total year one cash compensation to Rs. 13,00,000/-** along with stock option compensation as described below that brings your total approximate **Year 1 compensation to Rs. 15,50,000 CTC**. All salary and bonus pay will be subject to standard taxes and deductions as imposed by



governmental authorities. Your remuneration will be subject to regular review, at such times as may be appropriate. The result of any remuneration review will take your performance into account, and high performance will be rewarded. Salary increases will be at the discretion of management. Full pay breakout is detailed in Appendix I.

3. **Stock Options.** Subject to the approval of the Company's Board of Directors, you will be granted an option to purchase 10,000 shares of the Company's Common Stock (the "Option"). The Option will be subject to the terms and conditions applicable to options granted under the Company's 2021 Equity Incentive Plan (the "Plan"), as described in the Plan and the applicable Stock Option Agreement, which you will be required to sign. You will vest in 25% of the Option shares after 12 months of continuous service from your vesting commencement date, and the balance will vest in equal monthly installments over the next 36 months of continuous service, as described in the applicable Stock Option Agreement. The vesting commencement date will be indicated in the applicable Stock Option Agreement. The exercise price (also known as "strike price") per share will be equal to the fair market value per share on the date the option is granted, as determined by the Company's Board of Directors in compliance with applicable guidance in order to avoid having the option be treated as deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended. There is no guarantee that the Internal Revenue Service will agree with this value. You should consult with your own tax advisor concerning the tax risks associated with accepting an option to purchase the Company's common stock. Although management of the Company will recommend to the Company's Board of Directors that you be granted the option on the terms set forth herein, by execution of this letter, you acknowledge that you have no right to receive the option, or any right to have the option subject to the specific terms set forth herein, unless the grant is approved by the Company's Board of Directors.

4. **Probation Period.** On joining the Company, you will be under a probationary period of 3 months from the date of your joining. During this period, your service will be subject to termination with 10 days' notice on either side. On successful completion of the probation period, you will be taken into the regular rolls of the company.

5. **Work Time Expectations.** The position will be a hybrid position with an expectation of a minimum of three working days per week spent in the Bangalore office. This is subject to change based on the needs of the company. Any changes to expectations of working location will be communicated a minimum of 30 days in advance. It is expected that you spend a minimum 40 working hours per work week (not inclusive of breaks for meals or other purposes). This will be broken into two types of working hours:

- **Core hours (5-6 hours daily):** All employees are to be working from 11AM-1PM and 2PM-5PM on Monday through Friday of each week. In addition, all employees must be available for regular meetings with US teammates including team standups, product meetings, and other necessary business meetings, generally not to exceed one hour/day.
- **Flexible hours (2-3 hours daily):** Outside of the above-mentioned Core hours, employees may choose to work at whatever time of day they please, so long as they complete the minimum of 40 hours of expected work per week.





The general expectation is that employees will spend 8 working hours per day Monday through Friday, although employees may choose to push flexible hours to different days as long as they maintain the minimum 40-hour expectation. Employee time will be tracked by online time-tracking software that is required to be installed on your machine. This software will be used to monitor usage of time during working hours and will include screenshots of your device. Any intentional efforts to subvert or mislead the time tracking software will be subject to strict consequence, up to withholding of pay and immediate termination.

The Company retains the right to adjust any of the above timing policies for any and all employees as it sees fit and based on Company need. You will be governed by the working hours applicable to your location of posting and you will be required to work additional hours as may be necessary for the efficient execution of your responsibilities.

6. **Confidential Information and IP Assignment.** As part of your terms of employment, you agree to adhere to all requirements found in the Edstruments Proprietary Information and Inventions Agreement, which will be included as an additional document in your hiring paperwork.

7. **Leave Policy.** You will be bound by the Company's standard Leave Policy, which will be communicated upon joining. The Company reserves the right to change the Leave Policy at any time provided it gives 30 days written notice to all impacted employees. At a minimum, all employees will receive some public holidays and some additional sick leave days.

8. **Past Record.** If any declaration given or furnished by you to the organization proves to be false or if you are found to have willfully suppressed any material information, your employment is liable to be terminated.

9. **Termination.** Following the probation period, this contract of employment is terminable by either party giving 30 days' notice or recover salary in lieu of notice period. Either party is not bound to give any reason thereof. The organization reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even before the expiry of the notice period with or without compensating for the unexpired period, and is not bound to give any reason thereof.

On acceptance of the separation notice, before you are relieved you will give to the organization all code, correspondence, specifications, formulae, books, documents, cost data, market data, literature, and you shall not make or retain any copies of these items. This will need to be duly acknowledged in our standard Termination Certification form.

Should your relationship with the Company end for any reason, you will not directly or indirectly solicit any current employee of the Company for a period of 18 months, nor will you work for any company deemed a direct competitor.

10. **Validity.** This offer must be acknowledged and accepted by September 8, 2024 at 6 pm IST for the terms to remain valid. Furthermore, we will expect you to begin your first day of work no later than September 23, 2024. Failure to start on time may result in the terms of this agreement being changed. Earlier start dates are encouraged. This offer is contingent upon successful confirmation of identity, prior education, and work experience.

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The Company may, in its sole discretion, decide to deliver any documents or notices related to this Agreement, securities of the Company or any of its affiliates, or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. You hereby consent to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

Having read the above in its entirety, I accept this offer of my own free will:

A handwritten signature in black ink, appearing to read 'Mohith'.

09 / 07 / 2024

Name: Mohith Kumar

EDSTRUMENTS:

A handwritten signature in black ink, appearing to read 'Aditya Kaddu'.

09 / 05 / 2024

Aditya Kaddu, CEO

A handwritten signature in black ink, appearing to read 'Ashwin Gopi Krishna'.

09 / 06 / 2024

Ashwin Gopi Krishna, CTO

Appendix I

Allotment	Annual (Rs.)
Basic Salary	5,89,200/-
Housing Rental Allowance (HRA)	1,61,280/-
Leave Travel Allowance	33,600/-
Telephone/Internet Allowance	18,000/-
Special Allowances	3,91,920/-
Total Base Cash Compensation:	Rs. 12,00,000/-

Available Bonuses	Annual (Rs.)
12-month performance bonus (to be earned)	1,00,000/-
Total Projected Year 1 Cash Compensation:	Rs. 13,00,000/-

ESOP	
10,000 shares over 4 years, equal to 0.1% of fully diluted company stock, roughly equivalent to INR 10,00,000 based on most recent fundraising valuation.	Rs. 2,50,000/year
Total Projected Year 1 CTC	Rs. 15,50,000/-



There is always potential for greater compensation and reward for strong performance!

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16:05:32 UTC-7

Sent for signature to Ashwin Gopi Krishna (ashwin@edstruments.com) and Mohith Kumar (mohithkumar808@gmail.com) from aditya@edstruments.com
IP: 76.14.5.75



09 / 06 / 2024
09:27:56 UTC-7

Viewed by Ashwin Gopi Krishna (ashwin@edstruments.com)
IP: 24.7.8.206



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Signed by Ashwin Gopi Krishna (ashwin@edstruments.com)
IP: 24.7.8.206



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Viewed by Mohith Kumar (mohithkumar808@gmail.com)
IP: 202.66.167.244



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Signed by Mohith Kumar (mohithkumar808@gmail.com)
IP: 202.66.167.244



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The document has been completed.