

Offer of Internship

September 30, 2023

Dear Siddharth Bisht,

We are pleased to offer you the position of **SDE Intern** with us here at Nolan Edutech Private Limited (Company or Nolan) where we hope you will enjoy your role and make a significant contribution to the success of the business.

Commencement Date

Your internship will commence on **October 9, 2023**.

Location

The location of work will be Remote.

Position

SDE Intern reporting to Amit Kumar, Director - Technology. The roles and responsibilities of this position will be described briefly on joining the Company.

Responsibilities

You will be assigned tasks within your capabilities as a **SDE Intern** and will be given responsibility for all the products and services of our Company related to your expertise. You will be required to log hours worked on a daily basis and provide regular updates on work performed.

Remuneration

You will be entitled to a fixed stipend of Rs. 15,000 per month (Subject to 10% TDS deduction). The internship duration is 6 months.

After the duration of 6 months, the candidate will be considered for a full time position based on internship performance with Masai and will be offered an annual CTC of INR 5 Lakhs.

During the tenure of your internship, you will completely and exclusively be in the internship of the Company.

Annual Leave

As per company policy you are entitled to 2 days of paid leave per month.

Termination

The company or intern without providing any reason may terminate the internship by giving a one months' period of notice (or payment in lieu) depending on service. The company may terminate your internship at any time without notice if: you are guilty of serious misconduct; or you are in material breach of a provision of this contract, including confidentiality undertakings. Following the termination of your internship you will be required to return all company property.

Privacy

You are required to observe and uphold all of the Company's privacy policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with the privacy legislation.

Intellectual Property Rights

All information, inventions and discoveries or any interest in any copyright, patent and/ or other property rights developed, made or conceived by the Intern, (i) in the course of the Intern's internship with the Company under this Agreement; or (ii) previously during the Intern's association with the Company, and/ or during the course of his Internship with the Company comes to know of any better process which the Intern has developed or may develop, (collectively "**Intellectual Property Rights**") shall vest solely and exclusively with the Company.

The Intern agrees and understands that any and all copyrightable works that are prepared by the Intern, within his/her scope of service, is "work for hire" under Applicable Law and the Company will be considered the first owner of such copyrightable works. To the extent that the Company is not considered the first owner of the Intellectual Property Rights created by the Intern, the copyright and all related rights, title and interest in all such Intellectual Property Rights is irrevocably assigned by the Intern to the Company for valid and adequate consideration. To the extent that any Intellectual Property Rights are not vesting with the Company in accordance with the provisions of this Clause 5, the Intern hereby irrevocably assigns in perpetuity for worldwide use to the Company, all his rights, title and interest with respect to Intellectual Property Rights. The Intern hereby further

undertakes to sign all such agreements, deeds and documents as may be required under Applicable Laws to evidence the assignment of the Intellectual Property Rights to the Company. In the event the Company is unable for any reason, after reasonable effort, to secure the Intern's signature on any document needed in connection with the actions specified herein, the Intern hereby irrevocably designates and appoints the Company and its authorised personnel as the Intern's agent and attorney in fact and at law, which appointment is coupled with an interest, to act for and on the Intern's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of Clause 5 with the same legal force and effect as if executed by the Intern. The Intern hereby waives and relinquishes all claims, of any nature whatsoever, which the Intern now or may hereafter have for infringement of any Intellectual Property Rights assigned hereunder to the Company.

All records, documents, papers (including copies and summaries of them), "professional packages" and other copyright protected works made or acquired by the Intern in the course of his Internship shall, together with all the worldwide copyright and design rights in all such works, be and at all times remain the absolute property of the Company.

The Intern hereby represents and warrants that he shall not use or integrate any third-party materials or data that are not validly licensed to the Company unless previously authorized by the Company. The Intern represents and warrants that the Intern has not violated the intellectual property rights of any third party, and covenants that the Intern shall not violate the intellectual property rights of any third party in the course of his service with the Company. In case any such third party intellectual property is integrated in any Intellectual Property Rights created by the Intern, the Intern agrees to grant to the Company a non-exclusive, fully transferable, perpetual, fully paid-up license to use, and modify, such third party intellectual property integrated. The Intern shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents to effect the foregoing.

The Intern hereby waives any right to and agrees that he shall not raise any objection or claims to the Indian Copyright Board with respect to the ownership of the Intellectual Property Rights, under the provisions of Section 19A of India's Copyright Act, 1957. It is further agreed between the Parties that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, the assignment under this Agreement shall not lapse nor the rights transferred therein revert to the Intern, even if the Company does not exercise the rights under this Agreement within a period of one (1) year from the date the assignment becomes effective.

Confidentiality of Information

During your internship you may become aware of information relating to the business of Nolan, including but not limited to client lists, trade secrets, client details and pricing structures. Confidential information, including client lists, trade secrets, pricing structures and any and all documents created by you in the course of your Internship remain the sole property of Nolan. You shall not, either during or after your Internship, without the prior consent of the Nolan directly or indirectly divulge to any person or use the confidential information for your own or another's benefit.

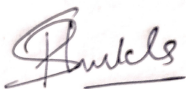
Jurisdiction

This contract is made in Bangalore, India.

Welcome and Acceptance

Siddharth Bisht, we would like to take this opportunity to welcome you to Nolan and wish you a rewarding start of career with us.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Prateek Shukla", with a horizontal line underneath.

Prateek Shukla
Co-Founder & CEO

I, **Siddharth Bisht**, accept the terms and conditions of this contract.

Signed: _____

Dated: _____