

Nolan Edutech Private Limited

259, 2nd Floor, 6th Cross, 2nd Main Road, Indiranagar, Bangalore - 560038

Letter of Contract

29th August 2021

Dear Rahul,

We are pleased to offer you the position on contract of **Instructional Associate (IA)** with us here at Nolan EdTech 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 contract period will commence on **30th August 2021**.

Location

You will be working remotely.

Position

Instructional Associate (IA) reporting to Unit Instructor. The roles and responsibilities of this position will be described briefly on joining the Company. This contract is valid for a period of 7 months from the date of joining.

Responsibilities

You will be assigned tasks within your capabilities as an **Instructional Associate (IA)** 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.

Probationary Period

A one-month Probationary Period will apply to this role. During this time, you will receive advice, training and guidance to help you become familiar with, and competent in, performing the work you have been appointed to do. The Probationary Period which itself is subject to termination during any stage, by either party, upon, 3-day notice or by payment in lieu of notice.

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Remuneration

You will be entitled to a fixed salary of Rs. 60,000 per month (Post standard tax deduction). Your salary will be paid monthly as per Company policy. During the tenure of your contract, you will completely and exclusively be in the contract of the Company.

Termination

The company or employee without providing any reason may terminate contract by giving a 1-month period of notice (or payment in lieu) depending on service.

The company may terminate your contract 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.

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 Employee, (i) in the course of the Employee's contract with the Company under this Agreement; or (ii) previously during the Employee's association with the Company, and/ or during the course of his contract with the Company comes to know of any better process which the Employee has developed or may develop, (collectively "**Intellectual Property Rights**") shall vest solely and exclusively with the Company.

The Employee agrees and understands that any and all copyrightable works that are prepared by the Employee, within his 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 Employee, the copyright and all related rights, title and interest in all such Intellectual Property Rights is irrevocably assigned by the Employee 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 Employee hereby irrevocably assigns in perpetuity for worldwide use to the Company, all his rights, title and interest with

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respect to Intellectual Property Rights. The Employee 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 Employee's

signature on any document needed in connection with the actions specified herein, the Employee hereby irrevocably designates and appoints the Company and its authorized personnel as the Employee's agent and attorney in fact and at law, which appointment is coupled with an interest, to act for and on the Employee'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 Employee. The Employee hereby waives and relinquishes all claims, of any nature whatsoever, which the Employee 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 Employee in the course of his 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 Employee 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 Employee represents and warrants that the Employee has not violated the intellectual property rights of any third party, and covenants that the Employee 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 Employee, the Employee 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 Employee shall cooperate with the Company in executing all such assignments, oaths, declarations, and other documents to affect the foregoing.

The Employee 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

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therein revert to the Employee, 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 contract 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 contract remain the sole property of Nolan. You shall not, either during or after your contract, 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. By accepting this offer and joining the company, you accept not to work / get involved in any capacity with any Company those who are directly or indirectly competing with Nolan in Edtech space for a period of 1 year after discontinuation of services with Nolan Edutech Private Limited.

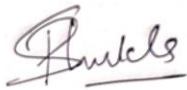
Jurisdiction

This contract is made in Bangalore, India.

Welcome and Acceptance

Rahul, we would like to take this opportunity to welcome you to Nolan and wish you a long and rewarding career with us.

Yours sincerely,



Prateek Shukla
Co-Founder & CEO

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

Signed: Rahul

Dated: **31-08-2021**