



2 November, 2022

**Aayush shah**

<19bce245@nirmauni.ac.in>

Dear Aayush,

Subject: **Appointment Letter for Internship**

On behalf of Toddle , I am excited to extend an offer to you for an internship position within our **Engineering Team**. The position is for an **Intern - Mobile** and we look forward to working with you to make Toddle the preferred Teaching partner for educators across the globe.

The Duration of Internship Program will be from starting **16th January '23 - 30th June '23** and your stipend (compensation) will be **INR 50,000 per month**.

During the term of your internship, you will be bound by Toddle's policies and procedures. Please refer to Annexure-I attached to this letter of appointment for further details on this. You will also be required to sign and adhere to the Non- Disclosure Agreement as mentioned in Annexure - II. Toddle may choose to extend you a full time offer post completion of your Internship Program, extend your internship, or terminate your contract at Toddle's sole discretion. This will depend upon your performance during the internship and the external business conditions.

Please return a signed copy of this letter as your acceptance of the offer. This offer letter will remain valid for a period of 72 hours from you receiving it.

Cheers !!!

Nikhil Poonawala  
Co-founder & CTO

(Signature)

## **ANNEXURE I**

### **POLICIES AND PROCEDURES**

#### **Appointment**

- a. You will be required to submit the following documents as a part of the joining process:  
scanned copy of PAN Card, Aadhar Card.

***What this means:*** We need these documents for documentation, which in turn, is needed for salary processing. We might need other documents as well at a later stage.

#### **Payment of Remuneration**

- a. Your salary shall be paid on or before the expiry of 10 (Ten) working days of the following month after completion of the previous month.

***What this means:*** We have a transparent salary process and salaries get processed by 10th of every month.

#### **Training**

- a. Depending upon the business requirements, you may be asked to attend relevant training. You will be obliged to undergo these training.

***What this means:*** These may be a mix of IB/ product/ role specific trainings conducted either through webinars or physically. Remember, training is an investment in your own self, always find time to attend these.

#### **Reporting**

- a. You will report to the **Team Leader** at Toddle. The reporting structure might change from time to time as required by the business.

#### **Intellectual property**

You understand that all the learning resources, materials, content for professional development, benchmarks, curriculum documents, policies, practices, marketing plans, collaterals, ads, researches etc. shared with you or created by you during your term of Internship at Toddle are the intellectual property of Toddle. You shall never share these materials with anyone outside the Toddle staff during or after your Internship with Toddle.

In case, there is a need for any of the materials to be shared with anyone outside the Toddle team, you will take explicit permission in writing or in email for sharing of these materials. Upon termination of your Internship, you shall make sure that you hand over all the materials provided to you or created by you to the Toddle team in an orderly manner to the satisfaction of the Toddle team.

***What this means:*** Treat Toddle as if it's your own and protect it from competition. We have put in a lot of time, effort, and money in developing Toddle and would hate it if someone copies from us. Use your Toddle account responsibly - do not share passwords with others, do not share trade secrets with others (decline politely if asked), in case you notice any breach please inform us. Remember: You thrive when Toddle thrives.

## **Code of Conduct**

- a. You shall take utmost care that you do not share with anyone outside the Toddle staff any of the materials, learning resources, Toddle account details, screenshots, know-how, business plans shared with you by the Toddle team or created by you during your tenure at Toddle during or after your Internship.
- b. You shall be appropriately dressed while representing Toddle
- c. While working with Toddle, you may not take up any other role in any other company (competition or not).
- d. You shall use all Toddle resources responsibly.
- e. You shall not accept part-time Internship on payment or for any consideration in any other institution during your term of Internship with Toddle.
- f. You shall not consume any illegal substances or be under the influence of any illegal substances during the course of your duty; and shall also take due care that the performance of your duties at any time is not affected in any way by the influence of such substances.
- g. You shall not disclose your emoluments to any fellow Intern of Toddle and its associates.
- h. You shall not give interviews to the press or electronic media, without getting it cleared with the Toddle CEO first.
- i. You shall not commit any act that can result in civil or criminal proceedings against Toddle or which can adversely affect the image and reputation of Toddle.
- j. You shall not, by word of mouth or otherwise, during the period of your Internship with Toddle or subsequently, disclose to any unauthorized person any information of any nature related to the technologies, business plans, policies & procedures of Toddle.

***What this means:*** Act responsibly when in public (or otherwise!). Protect the Intellectual Property of Toddle from infringement by third parties. When in doubt, speak to us.

## **Resignation**

You can resign from Toddle during the Internship period. If you resign, then you shall serve 7 (Seven) days notice.

## **ANNEXURE II** **NON-DISCLOSURE AGREEMENT**

**1. General:** As an Intern of Toddle, and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of Toddle. During my internship, I will not engage in any activity or investment, that (a) conflicts with Toddle's business interests, including without limitation, any business activities not contemplated by this Agreement, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at Toddle, or (c) interferes with the independent exercise of my judgment in Toddle's best interests. As used herein, Toddle's business means the development, marketing and support of services that Toddle provides or might decide to venture into in future.

**2. Recognition of Absolute Ownership:** That I do hereby recognize and admit that Toddle is the absolute, unrestricted and exclusive owner of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Toddle, including without limitation, concepts, techniques, processes, methods, systems, designs, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, frameworks, books, hardware and information for the education technology marketplace used by me in the course of my internship with Toddle.

I agree that I shall not in any manner whatsoever, represent and/ or claim that I have any interest by way of ownership, assignment or otherwise in the same.

In this Agreement, all confidential and/ or proprietary information belonging to and/ or in possession of Toddle, which is received, accessed, and/ or used by me, during the course of my internship with Toddle.

**3. Non-Disclosure:** At all times, during my internship and thereafter, I will not disclose to anyone outside Toddle nor use for any purpose other than my work for Toddle a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or



other technical or business information or trade secrets of Toddle, including without limitation, concepts, techniques, processes, methods, systems, frameworks, data, circuits, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers, b) any information Toddle has received from others which Toddle is obligated to treat as confidential or proprietary or c) any confidential or proprietary information which is circulated within Toddle via its employee electronic mail system or otherwise. I will also not disclose any confidential or proprietary information to anyone inside Toddle except on a "need-to-know" basis. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, or to whom, if anyone, inside Toddle, it may be disclosed, I will consult with my manager/ managing director at Toddle.

**4. Assignment of Inventions:** I hereby assign exclusively to Toddle all my right, title, and interest in and to any all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets (collectively herein "Inventions") that I, solely or jointly, may conceive, write, encode, develop, or reduce to practice during the period of time I am an Intern of Toddle. I will make prompt and full disclosure to Toddle of any inventions, and if for any reason the assignment pursuant to this clause is not effective, I will hold all such inventions in trust for the sole benefit of Toddle. If I wish to use any copyrightable material as described in the previous sentence in connection with my work, I will request from Toddle a license for such use. Toddle may, in its sole discretion, grant me a royalty free license to use such copyrightable material in connection with my work, provided that all protection required by Toddle for the ideas and inventions in such copyrightable material has been obtained (which may include a requirement that such copyrightable material be put in the public domain and all patents related to such copyrightable material have been applied for).

I hereby waive and quit claim to Toddle, any and all claims of any nature whatsoever that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to Toddle.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a) It was developed entirely on my own time; and
- b) No equipment, supplies, facility, services, or trade secret information of Toddle was used in its development; and
- c) It does not relate (i) directly to the business of Toddle or (ii) to the actual or demonstrably anticipated research or development of Toddle; and
- d) It does not result from any work performed by me for Toddle.

I will assign to Toddle or its designee all my rights, title, and interest in and to any and all Inventions full title to Toddle or any of its agencies.

**5. Excluded and Licensed Inventions:** I have attached hereto, a list describing all Inventions belonging to me and made by me prior to my internship with Toddle that I wish to have excluded from this Agreement. If no such list is attached, I represent that there are

no such Inventions. If in the course of my internship at Toddle, I use in or incorporate into a Toddle product, program, process, or machine, an Invention owned by me or which I have an interest, Toddle is hereby granted and shall have an exclusive royalty-free, irrevocable, worldwide license to make, have made, use, and sell that Invention without restriction as to the extent of my ownership or interest.

**6. Application for Copyright and Patents:** I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, Toddle is unable to secure my signature to apply for or to pursue any application for any Indian or foreign patent or copyright covering Inventions assigned to Toddle as stated above, I hereby irrevocably designate and appoint Toddle and its duly authorized officers and agents as my agent and attorney in fact, to act for me and in my behalf and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of Indian and foreign patents and copyrights thereon with the same legal force and effect as if executed by me. I will testify at Toddle's request and expense in any interference, litigation, or other legal proceeding that may arise during or after my Internship.

**7. Third Party Information:** I recognise that Toddle has received and will receive confidential or proprietary information from 3rd parties subject to a duty on Toddle's part, to maintain the confidentiality of such information and to use it for limited purposes. During the term of my Internship and thereafter, I will not disclose such confidential or proprietary information to anyone except as necessary in carrying out my work for Toddle and consistent with Toddle's agreement with such 3rd parties. I will not use such information for the benefit of anyone other than Toddle or such third party, or in any manner inconsistent with any agreement between Toddle and such third party of which I am made aware.

**8. Presumption of Breach:** In the event of the possession, access and or use of the confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of Toddle, including without limitation, concepts, techniques, processes, methods, systems, designs, data, clients, cost data, computer programs, formulae, development or experimental work, work in progress, customers and suppliers as well as software for business and professional use, languages and applications programs, frameworks, books, hardware and information for the education market place by any other third party with whom I may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this Agreement by me.

**9. Term of Internship:** I acknowledge that my Internship will be of a definite duration as specified in the offer letter, or as otherwise indicated to me. Either Toddle or I will be free to terminate this Internship relationship at any time during the above-mentioned period, with or without cause and in accordance with the Agreement signed by me with Toddle. I also acknowledge that any representations to the contrary are



unauthorised and void, unless contained in a separate agreement signed by an officer of Toddle.

**10. Return of Materials:** At the time I end my Internship with Toddle, I will return to Toddle the laptop - provided by Toddle for your day to day activities, all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes and tapes, and any other material on any media containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to Toddle.

**11. Non-Competition:** For a period of six months after termination of my Internship, I will not accept Internship or engage in activities directly or indirectly competitive with the products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned, proprietary or confidential or trade secret information while Internship at Toddle.

**12. Non-Solicitation:** While an Intern at Toddle and for a period of one year from the termination of my Internship, I will not induce or attempt to influence directly or indirectly, any Intern or employee of Toddle to terminate his Internship or employment with Toddle or to work for me or any other person or entity.

**13. Personal Property:** I agree that Toddle will not be responsible for loss, disappearance, or damage to personal property on Toddle premises, or if applicable, on residential premises subsidized by Toddle (including apartments or temporary housing). I hereby release, discharge, and hold Toddle harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

**14. Equitable Relief:** I acknowledge that any violation by me under this Agreement, and/or any obligation of like nature, will cause irreparable injury to Toddle, and Toddle shall be entitled to extraordinary relief in any court in India, including, but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of posting bond or security.

**15. Attorneys' Fees:** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

**16. Entire Agreement:** I agree that this Agreement shall be governed for all purposes by the laws of India and that venue for any action arising out of this Agreement shall be the courts of India. If any provision of this Agreement shall be declared excessively broad, it shall be construed so as to afford Toddle the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement of the parties as to the subject matter hereof and any representations, promises, or conditions in connection therewith not in writing and signed



by both parties shall not be binding upon either party. The terms and conditions of this Agreement shall survive termination of my Internship.

**17. Effective Date:** I agree that the terms and grants contained in this Agreement shall apply from the first day that I effectively join or joined Toddle, or as per the start date indicated in my offer letter, whichever is earlier.

Request you to kindly not share your salary or any company details with any employee or consultant of Toddle, or with any employee or consultant of a competitor of Toddle.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name on the 2nd day of November, 2022.

(Signature)

Nikhil Poonawala  
Co-founder & CTO

