

LETTER05408#

26 Nov 2020

Name: Udhayashankar.L

Location : Tambaram - School of Coding

Dear Udhayashankar.L,

It gives me great pleasure to enclose herewith your Terms of Offer as a Consultant - Sales in our organisation located at Tambaram - School of Coding as follows:

1. Your contract period would be for a period from 28 Sep 2020 till communicated otherwise.
2. In consideration of the services rendered by you, we are pleased to offer you a consultancy fee of **Rs.216,000.00 (Rupees) per annum.**
3. You shall be acting only as a Consultant and not as an employee of **EduBridge Learning Pvt. Ltd.** and shall not be entitled for any employee benefits prescribed under various statutes.
4. During the term of this agreement you shall devote your best efforts and use best endeavours to maintain and promote the interests of **EduBridge Learning Pvt. Ltd.** Further, it is expressly understood that you will be an independent contractor. You shall not service any client, customer or direct competitor of **EduBridge Learning Pvt. Ltd.** without obtaining the written consent from **EduBridge Learning Pvt. Ltd.**
5. All knowledge and information that you shall acquire from **EduBridge Learning Pvt. Ltd.** or from any of its employees or others, regarding **EduBridge Learning Pvt. Ltd.**'s Products or Processes, design, software tools, you will hold this information in trust solely for **EduBridge Learning Pvt. Ltd.**'s benefit. During the tenure of this contract, and thereafter, you agree not to disclose this information to any person, firm, association, or other entity for any reason or to use such information for any purpose without prior written consent of the **EduBridge Learning Pvt. Ltd.**
6. For a period of 12 months after the termination of this Agreement, you will not, on your own or on behalf of any person, firm, or corporation except **EduBridge Learning Pvt. Ltd.**, in any way, directly or indirectly deal with, solicit, divert, or take away any customer of **EduBridge Learning Pvt. Ltd.** nor solicit and/or engage any of the employees of **EduBridge Learning Pvt. Ltd.** or any of its affiliates or subsidiaries
7. You shall maintain the strictest secrecy regarding the Company's affairs and the affairs of its constituents
8. During the tenure of your engagement, the methods, designs, process, formats, content, ideas, concepts created/conceived by you in connection with your scope of work defined hereunder, shall belong to **EduBridge Learning Pvt. Ltd.** You waive all the moral rights to such methods, designs, process, formats, content, ideas, and concepts in favour of **EduBridge Learning Pvt. Ltd.**
9. The appointment being contractual can be terminated by either side by giving One months' notice in writing, citing reasons for such termination of association. No termination benefits will accrue since the appointment is in the nature of professional services.
10. All payments to you under the terms of contract are subject to deduction of tax at source under the Income Tax Act and any other enactments that may be in force from time to time.
11. Any dispute arising out of this contract shall be subject to Arbitration proceedings under Indian Arbitration & Conciliation Act 1996. Courts in Mumbai shall have jurisdiction.

Thanking you

Yours truly,

EduBridge Learning Pvt. Ltd.



Mr. Sameer Khalid Munshi
Senior Vice President - Human Resources

Acceptance Acknowledgement

I have read and understood the terms and conditions of the Company and the same are acceptable to me in totality.

EduBridge Learning Private Limited

CIN No. U80220WB2009PTC138864

Regd. office: 1/1, Pollock Street, Kolkata 700001 India

Head Office: #501, Sapphire, SV Road, Khar (West), Mumbai 400 052 India

Toll Free No.: 1800 120 1193 | E-Mail: info@edubridgeindia.com | Website: www.edubridgeindia.com