

## LEGAL AGREEMENT / UNDERTAKING

This Undertaking/Income Sharing Agreement (hereinafter referred to as “**Agreement**”) has been entered into on the 16th day of November 2019 (“**Effective Date**”)

BY AND BETWEEN

**InterviewBit Software Services LLP**, a limited liability partnership bearing LLPIN AAE-3484 and having its registered office at **Office no.436, 4th Floor, Amanora Chambers, Amanora Park Town, Hadapsar, Pune-411028 Maharashtra** (hereinafter referred to as “**Institute**”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors-in-interest, permitted transferees and permitted assigns) duly represented by its authorized representative Anshuman Singh, duly authorized by its board resolution dated 8th July 2015 of the **FIRST PART**

AND

Anurag Yadav \_\_\_\_\_, son/daughter of Deepchand Yadav and Aadhar Card Number 501566768183 having permanent residence at s/o Deepchand Yadav, 345, galla mandi ke pass, sakrawal poorab, Tanda, Ambedkar Nagar, (hereinafter referred to as “**Student**”) of the **SECOND PART**.

The Institute and the Student are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. InterviewBit Software Services LLP is a limited liability partnership which provides a computer science training and development platform to interested candidates in India.
- B. InterviewBit Software Services LLP through its platform is offering six-month courses/ programs for the development of skills such as interview preparation and software development] to interested candidates.
- C. Student is an interested candidate desirous of attending the courses offered by InterviewBit Software Services LLP and undertakes to abide by the terms of the Undertaking/ Agreement as set out hereunder.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

### 1. DEFINITIONS & INTERPRETATION

1.1. For the purposes of this Agreement, the following capitalized terms not otherwise defined in the body of this Agreement wherever used (including the recitals) shall have the meanings given hereunder and the principles of interpretation as set out hereunder shall apply:

- (a) “**Course**” shall mean the six-month online program offered by the Institute to the Student as has been defined in Clause 2.2.
- (b) “**Confidential Information**” includes but is not limited to such information which is or fairly can be considered to be of a confidential nature, such as course material, recorded videos, assignment and homework questions and private AMAs with industry leaders which is obtained whether (without limitation) in graphic, written, electronic or machine readable form on any media, by one Party (“Receiving Party”) from the other Party (“Disclosing Party”) and also includes all Intellectual Property, this Agreement, Services, but does not include information:

- i. that which is or becomes generally available in the public domain other than by the Receiving Party's breach of this Agreement, or of any other confidentiality agreement or non-disclosure agreement;
  - ii. that which was previously known as established by the records of the Receiving Party prior to receipt from the Disclosing Party and in possession of the Receiving Party prior to the date of this Agreement;
  - iii. that which was lawfully obtained by the Receiving Party from a third party;
  - iv. that which was developed independently by the Receiving Party without reference to the confidential information provided by the Disclosing Party;
  - v. that which is or becomes available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party; or
  - vi. that which is disclosed or released in the public domain by the Receiving Party with the prior written approval of the Disclosing Party
- (c) **"Satisfactory Course Engagement"**: In the context of the six-month course offered by the Institute, both parties understand that "Satisfactory course engagement" refers to **both** of the following:
- i. The Student attending at least 40% of the classes scheduled by the institute prior to May 5th, 2020; **AND**
  - ii. The Student attempting at least 40% of the assignments (given during the course) as of May 5th, 2020.
- (d) **"Total CTC (Total Cost to Company)"**: In the context of a job offer letter, both parties understand that Total CTC (Total Cost to Company) is the amount mentioned as the total cost to company in the offer letter provided by the company giving the offer letter. If Total CTC is not defined in the offer letter, it will be the sum of Annual Gross Salary and any bonuses, stocks and perks offered at the time of joining.
- (e) **"Annual Gross Salary"**: In the context of a job offer letter, both parties understand that "Annual Gross Salary" is equal to the total annual fixed compensation excluding bonuses as defined in the Offer Letter of the Company. Annual Gross salary DOES NOT include the stock options, RSUs, performance bonuses / fixed bonuses and any other non-monetary perks and benefits provided by the company.
- (f) **"Eligible Job Offer"**: Any job offer that the Student receives (from any source) which pays more than or equal to INR 7 Lakh Per Annum in **"Annual Total CTC"** before May 1, 2021. If multiple such offers exist, Eligible Job Offer will refer to the offer with maximum "Annual Total CTC".

1.2. **Principles of Interpretation** - In this Agreement, unless the context otherwise requires:

- (a) the recitals shall be construed as part of this Agreement;
- (b) the words importing the singular shall include the plural and vice versa and words denoting natural persons shall where the context admits, include partnerships, firms, companies, corporations, associations, organizations or other entities (whether or not having a separate entity);
- (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (d) the Section/Article titles and Table of Contents contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of the provisions of this Agreement;

- (e) the words “other”, “or otherwise” and “whatsoever” shall not be construed ejusdem generis or as any limitation upon the generality of any preceding words or matters specifically referred to;
- (f) words importing a particular gender shall include all genders;
- (g) any consent required to be provided by each party shall mean the prior written consent of the other party;

## **2. SCOPE OF THE AGREEMENT**

- 2.1. The Institute will provide a six-month online Course to the Student subject to the terms of payment as contained in Clause 3.
- 2.2. The Course offered by the Institute include:
  - (a) Instructor led online classes, which are scheduled weekly, excluding public holidays and holidays as notified by the Institute during the course.
  - (b) Content and curriculum pertaining to the field of software engineering as deemed suitable by the instructor team of the Institute.
  - (c) Problem solving session assisted by the teaching assistants provided by the Institute.
  - (d) Career services, guidance on interviews at companies in the domain of software engineering.
  - (e) Referrals to companies working in the domain of IT and Software engineering.
  - (f) Communication to the Student of his/her current attendance and assignment percentages on the online portal provided by the Institute.
  - (g) No other deliverables are expected by the course, unless specifically specified by the Institute.

## **3. TERMS AND CONDITIONS OF PAYMENT FOR THE DELIVERABLES:**

- 3.1. The Institute and the Student both agree that the “Student” has opted for a post-course payment plan, which stipulates that –
  - (a) the Student is **not liable** to pay any fee post the course if **both** of the following conditions are met -
    - i. The Student **has completed** Satisfactory Course Engagement and
    - ii. The Student **does not** receive an Eligible Job Offer within the prescribed period.
  - (b) Otherwise, the Student is **liable to pay a fee** of –
    - i. 17% of Annual Gross Salary for a period of two years, but not exceeding the total amount of **INR 3,00,000**, in the event that the Student receives an Eligible Job Offer.
    - ii. **INR 2,00,000** if the Student has failed to complete Satisfactory Course Engagement despite having enrolled with the Institute and does not receive Eligible Job Offer.
- 3.2. The Student understands that the Eligible Job Offer can come from any source including but not limited to, campus placement, suo moto applications to a company, a company reaching out to him or from the Institute’s referrals.
- 3.3. If the Student fails to receive an Eligible Job Offer within the prescribed period, the Student agrees to furnish a **legal affidavit before May 15, 2021** confirming the fact that they have never possessed a job offer paying more than the Eligible Job Offer” in Total CTC.

- 3.4. In the event the contents of the affidavit referred to at Clause 3.3. is found to be false, the Student shall be liable to face both criminal and civil action, as the case may be.

#### **4. PAYMENT SCHEDULE**

- 4.1. If the Student is liable for a payment in accordance with Clause 3 above, the Student agrees to pay the Course Fee in monthly instalments where the amount payable per month is determined as follows:

- (a) If the Student has been offered an Eligible Job Offer, then monthly instalments is equal to 17% of Monthly Base Pay (Total Base Salary divided by 12) of the Eligible Job Offer which shall be remitted to the NBFC. The payment shall start either a month after joining the job with Eligible Job Offer or Jan, 2021, whichever happens earlier.
- (b) INR 8334 (Rupees Eight Thousand Three Hundred and Thirty-Four) otherwise. The payment has to start a month after June 1, 2020 in such a case.

5. **The Student understands that pursuant to being offered an Eligible Job Offer, it is their prerogative/decision to join any company in the event of multiple offers, or not join a company at all. The Student will be free to take up any job at will or change the job for higher or lower salaries.**

**Irrespective of any such decision including but not limited to change in employment/non-acceptance of employment events, the Student will be liable to pay the Course Fee to the Institute on the having received an Eligible Job Offer and it shall be assumed that the Student has accepted the highest paying Eligible Job Offer in case of multiple offers having been received.**

6. **The Student understands that the Institute has invested considerable time and money in the development of the course materials and course structure that is being offered by the Institute as part of the six-month program that the Student shall undertake.**

**This course has been designed specifically keeping in mind the skills required for the Eligible Job Offer, with an objective to equip each Student with the necessary skills in relation thereto. The Student also recognizes that the same forms an essential part of the Intellectual Property of the Institute.**

7. Institute is not in the business of tying individuals for term based payments (EMIs). Institute will hence partner with an NBFC (henceforth referred to as NBFC Partner) who will help issue financial assistance to students..

The Student agrees to sign a loan agreement with NBFC partner of the Institute for the max loan amount as described in Clause 3.1. Both parties understand that if the student is not liable to pay (as described in Clause 3.1 (a)), Institute will pay back the Loan on behalf of the Student. For the said Loan Agreement, Institute will subvent any Loan Interest applicable.

The Student agrees and acknowledges that he/she shall undertake all necessary actions required to enter into a legally binding loan agreement, within such period as is acceptable to the Institute. The Student is willing to pay upto INR 1000 as a processing fee to the NBFC for processing the Loan Agreement.

8. The Student further undertakes to submit for the reference of the Institute, all information confirming the signing of the loan agreement and such other documents as may be requested by the Institute or its advisors.

## **9. REPRESENTATIONS & WARRANTIES**

Each Party further represents and warrants that:

- 9.1. it is an independent legal entity/ person and this Agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other Party for any purpose whatsoever;
- 9.2. this Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation of it, enforceable against it in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of its obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents; and
- 9.3. it has taken all necessary actions to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby.

## **10. TERM & TERMINATION**

- 10.1. The term of this Agreement shall commence on the Effective Date and shall continue until the continuance of obligations arising thereunder.

## **11. CONFIDENTIALITY**

- 11.1. Each Party shall hold all Confidential Information of the other Party in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the other Party. Neither Party shall use any such Confidential Information for any purpose except for the purposes stated in this Agreement. Each Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of confidential information.
- 11.2. The Receiving Party agrees to keep confidential any Confidential Information provided by the Disclosing Party and/ or to which Receiving Party has access during the Term of this Agreement, either directly or indirectly.
- 11.3. The Student recognizes that irreparable harm that may not be monetarily compensated, shall be caused to the Institute if the Student acts in breach of this Clause. The Student shall be liable to face appropriate legal action, both civil and criminal, as the case may be case of such breach.

## **12. SEVERABILITY**

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.

## **13. SURVIVAL**

Provisions of Clauses 6,7,10 and 13 set forth in this Agreement (and any other provision which expressly mentions the same) shall survive for a period of three years from the date of termination of this Agreement.

#### 14. GOVERNING LAW & DISPUTE RESOLUTION

This agreement is entered into the Country of India, and the laws of India will apply to any dispute concerning it. The parties consent that the courts at Pune, Maharashtra shall have sole jurisdiction over any disputes under this Agreement.

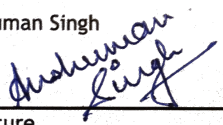
If any clause of this agreement should every be determined to be unenforceable, it is agreed that this will not affect the enforceability of any other clause or the remainder of the agreement.

Both parties hereby agree to the terms mentioned above and enter into a legally binding terms as of the dates mentioned below.

#### INSTITUTE

**InterviewBit Software Services LLP**

Anshuman Singh

  
Signature

**Name: Anshuman Singh**

**Title: Co-Founder**

**Signed Date: 16th Nov 2019**

#### STUDENT

Anurag Yadav