

Zishan Ali,

Date: 20th June 2023

Dear Zishan,

We welcome you to **Sunrise Mentors Private Limited (Coding Ninjas)**. We foresee your potential skills as a valuable contribution to us.

Engagement Agreement

This Engagement Agreement ("Agreement") is entered into on **20th June 2023** (the "Effective Date") by and between **Sunrise Mentors Private Limited**, having its corporate office at UNITECH CYBER PARK, Unit 007 - 008, GF, Tower A, Sector 39, Gurugram, Haryana 122003 (the "Company") and **Zishan Ali**, s/o **Mr. Nisar Ali**, having PAN Number **DVWPA6426C** aged about **22 years**, resident of **India** (the 'Professional').

Scope of Agreement:

The Professional agrees to provide services to the Company. The details of the services are outlined in Exhibit A attached hereto and incorporated by reference.

This Agreement shall supersede, replace, and render null and void any and all earlier commitments, provisions, understandings, or obligations made under any prior agreements, contracts, or arrangements.

Payment:

In consideration for the services provided by the Professional, the Company agrees to pay the amount specified in Exhibit A. The specified payment amount is exclusive of any applicable taxes, duties, levies, or charges. The Professional acknowledges and agrees that the payment made will be subject to all relevant and legally mandated taxes, as required by the applicable laws and regulations in the jurisdiction(s) governing this agreement.

Duration:

The duration for the services provided by the Professional is specified in Exhibit A.

Termination

- A. This agreement shall automatically terminate upon the completion of the specified duration, without the need for any further notice or action from either party.
- B. Termination for Cause: The term "Cause" can mean: (a) An act of dishonesty or other misconduct by the Professional during the performance of their duties under this agreement that is detrimental to the pecuniary interests, reputation or goodwill of the Company or results in pecuniary gain to the Professional; (b) Theft or misappropriation by the Professional of property of the Company or the commission of an act or acts by the Professional constituting fraud against the Company; (c) The Professional's consistent failure to reasonably perform their duties and obligations; (d) Willful misconduct or gross negligence in the performance of the Professional's duties. (e) Habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Professional that prevents them from performing the essential functions of their position; (f) Breach of confidentiality provisions; etc.



The above list is not exhaustive, and the company reserves the right to determine whether an action constitutes a valid cause for termination based on the circumstances. The decision to terminate for cause will be made at the company's sole discretion.

Upon the termination, the parties shall have no further obligations under this agreement, except for those obligations that, by their nature, should survive termination, such as intellectual property rights, warranties, and indemnities.

We welcome you as part of our Coding Ninjas team.

Yours truly,



Authorised Signatory
(Sunrise Mentors Pvt. Ltd.)

For Sunrise Mentors Pvt. Ltd.
Kannu Mittal
Director

Professional's Signature

Exhibit A

Designation	Teaching Assistant (TA)											
Details of the services	1. Doubt Resolution 2. Project Evaluation (as and if applicable)											
Compensation	INR 7,500/- to INR 35,000/- (performance based)											
Slot Timing(s)	07:00 PM to 09:00 PM											
Week Off	Saturday											
Compensation Terms and Conditions	<div>1. Performance Compensation is calculated on various parameters - Doubt Count, Average Rating, Assign to Accept Ratio, Doubt Rejection Count, Doubt Escalation Count, Doubt Flags accepted, Attendance, Slots missed and Overall Contribution in the Doubt Resolution Process. Compensation is processed within 30 days post applying.</div> <div>2. Compensation Release Timeline</div> <table><tr><th>TAship Exit Date</th><th>Compensation Application Date</th><th>Compensation Release Date</th></tr><tr><td>between 1st and 15th of the Month</td><td>20th of the Month</td><td>by 15th of the Next Month</td></tr><tr><td>between 16th and 31st of the Month</td><td>5th of the Next Month</td><td>by 31st of the Next Month</td></tr></table> <div>3. As per Government Tax Policies, 10% TDS will be deducted in case of annual compensation more than INR 25,000/-. Form 16 will be provided in all such cases.</div>			TAship Exit Date	Compensation Application Date	Compensation Release Date	between 1st and 15th of the Month	20th of the Month	by 15th of the Next Month	between 16th and 31st of the Month	5th of the Next Month	by 31st of the Next Month
TAship Exit Date	Compensation Application Date	Compensation Release Date										
between 1st and 15th of the Month	20th of the Month	by 15th of the Next Month										
between 16th and 31st of the Month	5th of the Next Month	by 31st of the Next Month										
Duration	End Date: 31st October 2023											
Working Terms and Conditions	<div>1. TAship Induction: All Teaching Assistants are required to attend the induction session conducted by the Coding Ninjas Team prior to the commencement of their TAship tenure. Failure to attend the session may result in disciplinary action, up to and including termination from the TAship.</div> <div>2. TA Training Program: Upon your Appointment as a Teaching Assistant, you will undergo a 7-day TA training program wherein your performance will be evaluated to determine your suitability for the position. In case of unsatisfactory performance, your employment may be terminated.</div> <div>3. Slot Attendance: During your assigned slot, it is imperative that you actively address the assigned doubts and remain present for the entire duration of the slot. Failure to attend slots without prior notification to the team may result in disciplinary action.</div> <div>4. Leave/Temporary Slot Reschedule: You must apply for leave/slot-rescheduling 24 hours prior to the desired leave/slot-reschedule date from the dashboard. You are allowed 4 leaves & 5 temporary slot-rescheduling per month.</div> <div>5. Permanent Slot Change: Permanent slot change requests will only be accepted after 4 weeks from the date of hiring.After 4 weeks you can apply for a permanent slot change by dropping a mail to hr.mentors@codingninjas.com. This will only be accepted in case of valid reasons.</div> <div>6. TA Behaviour: All TA's are expected to adhere to a professional attitude towards learners. It is advised that all matters concerning learners be</div>											

	<p>handled in a serious and responsible way as any kind of mischief (harassment of any user, use of abusive language, showing hostility, creating disharmony, etc) may lead to termination and any other remedy available under Indian Laws.</p> <ol style="list-style-type: none">7. Direct Code/Answer Sharing: Coding Ninjas is a learning platform which focuses on student learning, you must focus on helping learners to build their concepts rather than directly sharing codes/answers. Sharing answers or codes directly will lead to disciplinary action by the team and may also lead to termination.8. Sharing of Personal Details: We highly discourage sharing any kind of personal details like phone number, social media handles, third-party meeting services (like Google Meet, Zoom, etc). This will lead to disciplinary action by the Team.9. Flags: If a doubt receives a low rating (i.e., a rating of 3 or less), an auto-generated flag will be raised, and a performance evaluation will be conducted. The accepted flags will be taken into account during the stipend calculation after the audit. If a flag is rejected, you may receive a performance review call. Repeated rejections of flags may result in the issuance of warning letters, which can ultimately lead to termination.10. Performance Evaluation: The assessment of your performance as a Teaching Assistant takes into account several factors, including but not limited to, the number of doubts resolved (in relation to the Daily Target), Average Rating, proper utilization of Pending and Review Resolution State, Assign to Accept Ratio, Rejected Doubts, and Escalated Doubts, among others. These guidelines are comprehensively outlined in the Teaching Assistant Handbook. If your performance falls short, you may receive a Warning Mail, which could eventually result in termination.11. Exit from TAsip: If due to unavoidable situations you have to leave the TAsip, please drop a mail at hr.mentors@codingninjas.com whilst mentioning the reason for your departure. Please note that premature departure without a valid reason and or termination by Coding Ninjas will be counted as poor performance and may impact your stipend.
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CONFIDENTIALITY AGREEMENT

In consideration of my agreement with **Sunrise Mentors Private Limited**, having its corporate office at UNITECH CYBER PARK, Unit 007 - 008, GF, Tower A, Sector 39, Gurugram, Haryana 122003 (the "**Company**") and the payment now and hereafter paid to me, I hereby agree as follows:

- (A) I agree to preserve and protect the confidentiality of the proprietary, confidential information and all physical forms thereof, whether disclosed to me before this agreement is signed or afterward or obtained during my engagement tenure as to the business or affairs of the Company.

In addition, I shall not, during my engagement tenure and any time after the termination of my engagement tenure, disclose or disseminate the proprietary information to any third party and shall not use the proprietary information for my own benefit or for the benefit of any third party without prior written approval from the Company.

- (B) I shall not use pen drive or any other means to copy data or study material from the computer system of the Company without the permission of management.
- (C) The payment offered to me is highly confidential and must not be revealed during the engagement tenure or thereafter to any individual, by word of mouth or otherwise.

1. NON-DISCLOSURE

- 1.1. **Recognition of Company's Rights; Nondisclosure.** At all times during my engagement tenure and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.
- 1.2. **Proprietary Information.** The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, Proprietary Information includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; and (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of others in the Company.
- 1.3. **Third Party Information.** I understand, in addition, that the Company has received and, in the future, will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my engagement tenure and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by a competent officer of the Company in writing.
2. **No CONFLICT OBLIGATION.** I represent that my performance of all the terms of this Confidentiality Agreement and as a Professional of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my engagement by the Company. I have not entered into and I agree I will not enter into any agreement either written or oral in conflict herewith.
3. **RETURN OF COMPANY DOCUMENTS.** On termination of this agreement with the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Proprietary Information or Third-Party Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company,

including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

4. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Confidentiality Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Confidentiality Agreement.
5. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.
6. **NOTIFICATION OF NEW ENGAGEMENT.** On termination of this agreement with the Company, I hereby consent to notify the next engagement party of my rights and obligations under this Confidentiality Agreement.
7. **GENERAL PROVISIONS**
 - 7.1 **Governing Law.** This Confidentiality Agreement will be governed by and construed according to the laws of India.
 - 7.2 **Dispute Resolution.** Company and I hereby agree that we will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Confidentiality Agreement by discussion. If within ten (10) days of the commencement of discussions a dispute is not resolved, the dispute shall be referred to arbitration. Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. There shall be one arbitrator nominated jointly by the Company and myself. Failing such joint nomination, the sole arbitrator shall be nominated by a competent court. All arbitration proceedings shall be held in Delhi/Gurugram, India. The language of the arbitration shall be English.
 - 7.3 Notwithstanding the aforesaid provisions, in the event of any breach or apparent breach by me of the provisions of this Confidentiality Agreement, the Company shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, and to any other equitable relief, restraining any such breach, without recourse to arbitration. With respect to such proceedings and to any proceeding brought by Company against me arising from or related to this Confidentiality Agreement, the parties irrevocably submit to the jurisdiction of any competent courts situated at Delhi/Gurugram and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
 - 7.4 Any action brought by any party in contravention of this Section 7.4 is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, counter claiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and reasonable attorney's fees incurred in successfully dismissing the action.
 - 7.5 **Severability.** In case any one or more of the provisions contained in this Confidentiality Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Confidentiality Agreement, and this Confidentiality Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Confidentiality Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
 - 7.6 **Successors and Assigns.** This Confidentiality Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

- 7.7 **Survival.** The provisions of this Confidentiality Agreement shall survive the termination of my engagement and the assignment of this Confidentiality Agreement by the Company to any successor in interest or other assignee.
- 7.8 **Engagement.** I agree and understand that nothing in this Confidentiality Agreement shall confer any right with respect to continuation of engagement by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my engagement at any time, with or without cause.
- 7.9 **Waiver.** No waiver by the Company of any breach of this Confidentiality Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Confidentiality Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Confidentiality Agreement.
- 7.10 **Entire Agreement.** The obligations pursuant to Sections 1 of this Confidentiality Agreement shall apply to any time during which I was previously engaged, or will in the future be engaged, by the Company as a Professional if no other agreement governs nondisclosure during such period. This Confidentiality Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Confidentiality Agreement, nor any waiver of any rights under this Confidentiality Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Confidentiality Agreement.

This Confidentiality Agreement shall be effective as of the first day of my engagement with the Company.

I HAVE READ THIS CONFIDENTIALITY AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.



Sunrise Mentors Private Limited

Professional's Signature

Date: 20th June 2023

Place:

AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY

In consideration of my engagement by **Sunrise Mentors Private Limited** (hereinafter referred to as the “**Company**”) and in consideration of the payment to be provided to me, I agree to comply strictly with all conditions set forth in this Agreement and specifically agree as follows:

1. **ASSIGNMENT.** All my right and interest to inventions, whether patentable or unpatentable, software, computer programs, firmware, manuals, mask works, improvements, developments, trademarks, service marks, trade names and designs (collectively “**Intellectual Property**”) which, during the period of my engagement by the Company, I have made, developed or conceived or hereafter may make, develop or conceive, either solely or jointly with others; (a) with the use of the Company's time, materials or facilities; or (b) resulting from or suggested by my work for the Company; or (c) which at least in part arise from or relate to my work assignments, or to information obtained from the Company or its customers in the course of my engagement; or (d) in any way appertaining to any subject matter related to the existing or contemplated business, products and services of the Company, is hereby assigned to and is the absolute property of the Company and I shall do all actions necessary as the Company may direct from time to time to help the Company perfect its title to the Intellectual Property including execution of such assignment deeds or documents; and shall be promptly disclosed to the Company, its successors, and assigns. I further acknowledge that pursuant to the Copyright Act, 1957, the Company shall own all rights, title and interest in any Intellectual Property as provided by the law whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the term of this Agreement.
2. **DISCLOSURE.** I shall make and maintain adequate and current written records of all such Intellectual Property in the form of notes, sketches, drawings, or reports relating thereto: which records shall be and remain the property of and available to the Company at all times and I shall promptly disclose to the Company all such Intellectual Property.
3. **EXECUTION OF DOCUMENTS.** At any time requested by the Company, either during my engagement or after termination thereof, and without charge to the Company, but at its expense, I also authorize and empower the Company to take any action necessary worldwide to perfect and protect its legal rights and agree on request to execute, acknowledge, and deliver all documents, including applications for patents, and perform such other lawful acts as, in the opinion of the Company, may be necessary to obtain or maintain patents for such inventions and other Intellectual Property rights, in any and all countries and to vest title thereto in the Company, its designee, its successors, assigns or nominees. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property assigned hereunder to the Company.
4. **TERMINATION.** Upon termination of my engagement, I shall return to the Company all property of the Company of which I have had custody including delivery to the Company of all notebooks and other data relating to research of experiments conducted by me, and to make full disclosure relating to research, experiments of invention relating to the products, processes, or methods of manufacture of the Company or otherwise covered by this Agreement.
5. **PRIOR INVENTIONS.** If prior to the date of execution hereof, I have made or conceived any unpatented inventions, improvements or developments, whether patentable or unpatentable, which I desire to have excluded from this Agreement, I have mentioned in writing to the Company.

6. **CONFLICT OF INTEREST.** I agree to not engage in activity likely to result in unauthorized use of or loss of rights in confidential information of the Company or of others who have disclosed information in confidence to the Company. I confirm that I have no other existing contract to assign inventions and ideas to any party, nor am I contractually prohibited from engaging in any type or field of work, unless so indicated below.
7. **COMPLIANCE NOT CONTINGENT UPON ADDITIONAL CONSIDERATION.** I have not been promised, and I shall not claim, any additional or special payment for compliance with the covenants and agreements herein contained.
8. **SEVERABILITY.** The unenforceability or inapplicability of any one or more phrases and or provisions of this Agreement shall not affect the remaining provisions of this Agreement or any part thereof.
9. **APPLICABLE LAW AND DISPUTE RESOLUTION.** This Agreement shall be interpreted and governed by the laws of India. The courts of competent jurisdiction at Delhi/Gurugram shall have exclusive jurisdiction over any disputes that may arise under this Agreement.

I HAVE READ THIS AGREEMENT FOR ASSIGNMENT OF INTELLECTUAL PROPERTY CAREFULLY AND UNDERSTAND ITS TERMS.



Authorised Signatory
(Sunrise Mentors Pvt. Ltd.)

Sunrise Mentors Private Limited

Professional's Signature

Date: 20th June 2023

Place: