

Friday, 26 Feb 2021

INSTRUCTOR ENGAGEMENT AGREEMENT

This Instructor Engagement Agreement ("**Agreement**") is entered into on **01.03.2021** between Toppr Technologies Pvt. Ltd having its registered office at, A 204, Supreme Business Park, Hiranandani, Powai, Mumbai MH 400076 ("**Company**"); which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns, of the one part;

And

Akash Choudhary ("Instructor") [Permanent Account Number ("PAN") - **CIDPC0571K** and having address at **H.No.-212, Block C-3, Street No.-18, Nangli Vihar Extn., Najafgarh, New Delhi - 110043**; which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns of the other part.

The Company and the Instructor may individually be referred to as "Party" and collectively referred to as "Parties".

All references to this Agreement shall be deemed to refer to this Agreement as amended in writing from time to time.

Use of common nouns and pronouns shall be deemed to refer to the masculine, feminine, neutral, singular and plural, as context requires.

WHEREAS, the Company is dedicated and desirous to appoint highly educated and qualified Instructors for its students/subscribers

And WHEREAS, the Instructor has the skills, qualification and expertise to provide Services (as defined below) of the nature contemplated under this Agreement:

Now therefore in consideration of the promises and covenants contained herein, of which receipt and sufficiency are hereby acknowledged, the Parties mutually desire to enter into this Agreement to define and set forth the terms and conditions of the engagement of the Instructor by the Company as under:

1. Engagement of Services

- 1.1 The Company hereby engages the Instructor and the Instructor hereby agrees to serve the Company by providing online coding classes to children aged between 6 to 18 years ("**Services**") who have registered for such online coding classes with the Company ("**Students**").
- 1.2 The Instructor agrees to provide the said Services on the third-party platform namely Whereby which is integrated with the Company's Platform Toppr CODR on subscription basis.

2. Working Hours

- 2.1 The Instructor hereby agrees that he/she shall devote a minimum of **30** hours per week for rendering such Services for the first four (4) weeks of his/her engagement with the Company under this Agreement, after which the minimum hours of Service per week is subject to revision.
- 2.2 The Instructor hereby agrees to devote his services and commit for minimum working hours in relation to the Services for **120** in a month between 9.00 a.m. to 9.00 p.m. as per Indian Standard Time and 9.00 p.m. to 9.00 a.m. as per the United States of America Standard Time.

3. Payout Structure and Payment Schedule.

- 3.1 The Instructor will be paid as per the Company's Payout structure for the services provided as specified in **Schedule A**, which is hereby made a part of this Agreement.
- 3.2 Instructor understands that he/she shall only be entitled to the benefits, incentives etc. as set forth in this Agreement.
- 3.3 The payment procedure will start in the first week of every month followed by the approval of the Company's team.
- 3.4 The payment will be credited to the Instructor on or before 12th of every month.

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4. Penalty

- 4.1 If the Instructor cannot conduct lectures as per the schedule/ slots booked due to exigency, then he/she has to inform the Company in writing one week in advance.
- 4.2 However, the Instructor is allowed 5 exemptions per month if the Instructor cannot inform in advance of the cancellation of a booked slot, for which the Instructor shall have to bear penalty to the extent of twice his pay per session for each default. The Instructor can be exempted from the penalty applicable in case of medical emergency or any other genuine reasons, subject to valid proof being submitted to the satisfaction of the Company in support of the same.
- 4.3 In the case of the 6th such event during a month of No Show, Instructor's profile will be locked on the system for further changes and terms of the Agreement shall be reviewed by the management of the Company.

5. Obligations of the Instructor:

- 5.1 Instructor may perform the Services at such place or location and at such times as he/she may determine and shall ensure adequate internet connectivity as prescribed by the Company in order to maintain the quality of the lectures.
- 5.2 The Instructor shall conduct the lectures only in accordance with the Company's schedule, curriculum design and implementation.
- 5.3 The Instructor hereby agrees that all the lectures will be recorded lectures and the Company shall have the permission to access and utilize the same and waives his/her right to claim any compensation in respect thereof.
- 5.4 The Instructor agrees to maintain the levels of competency in subject matter, teaching methods, classroom management, and student supervision required by the Company whether on his/her own initiative or at the direction of the Company.
- 5.5 The Instructor must be adequately prepared for the classes/lectures in advance by preparing a detailed plan for every class that he/she conducts. The Instructor shall respond promptly to the Students and ensure the quality of Service that corresponds with the standards of the Company.
- 5.6 At all times while recording the lectures in respect of the said Services the Instructors must appear presentable, and shall ensure that there is no use of foul language or any misbehavior with the Students. The Instructor shall maintain high professional and ethical standards including but not limited to, refraining from making any statement, committing any act, provide any content or information which may cause offence on the grounds of race, sex, age or disability.
- 5.7 The Instructor acknowledges that he/she has a responsibility towards the well-being of the Students and shall always maintain the decorum of an Instructor student relationship. Any kind of offensive behavior with the student or parent(s) shall result in immediate unilateral termination of this Agreement.
- 5.8 Instructor agrees to refrain from having and/or holding any interest, of any kind whatsoever, in any business competitive to the Company's business during the subsistence of the present Agreement and for 1 month upon termination.
- 5.9 The Instructor further acknowledges that he/she will not engage in any form of activity that presents a "conflict of interest" for the Company.
- 5.10 Instructor undertakes that all the information he/she provides to the Company on accessing and/or using the services of the Company is and shall remain true, accurate and complete at all times.
- 5.11 The Instructor agrees to work as specified by the Company and to perform other duties assigned by the administrator; and to work cooperatively with the staff, students and administration of the Company.
- 5.12 In the event of breach of its obligations, the Company may at its discretion penalize the Instructor by providing the reason for the same and take such actions required under the applicable law against the Instructor.

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6. Restrictions and legal compliance

- 6.1 The Instructor is refrained from contacting the Students by any means of communication other than for the purpose of providing scheduled lectures.
- 6.2 The Instructor is not authorized nor approved to act or communicate on behalf of the Company and he/she shall not enter into any contract of any kind on behalf of the Company. The Instructor may not present himself/herself as having any position of authority within the Company and may only describe himself/herself as a "tutor/Instructor/ instructor".

7. Relationship between the Parties:

- 7.1 The Instructor hereby agrees and acknowledges that this Agreement is purely a contractual agreement and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between the Parties. The Agreement does not entitle the Instructor to claim/avail benefits including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance as that of a full-time employee.

8. Ownership of Property & Confidentiality:

- 8.1 Instructor acknowledges and agrees that all documents, materials, articles, equipment, and other items produced and/or provided to and by Instructor, including but not limited to the curriculum, equipment, memoranda, research notes, correspondence, reports and intellectual properties which are owned by the Company in the course of its work ("Coursework") for the Company, shall be the property of the Company, and Instructor shall retain no ownership, interest, or rights therein. Any and all information gathered by the Instructor during the term of this Agreement, including but not limited to the Coursework shall be treated as confidential by the Instructor and the instructor undertakes to not to disclose the same without prior written consent from the Company to any third party in whole or in part, for any commercial purpose or otherwise.

9. Intellectual Property

- 9.1 All intellectual property, including but not limited to, patentable inventions, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered by Instructor in performance of this Agreement shall be the property of the Company.

10. Term and Termination:

- 10.1 The term of this Agreement shall commence on the date of execution of this Agreement and shall continue until the Instructor is engaged by the Company ("Term"). This Agreement may be terminated:
- i) By the Instructor upon thirty (30) days prior written notice formally addressed to the Company at codr.tutor@toppr.com.
 - ii) By the Company upon 30 days prior written notice without assigning any reason at any time during the term of the Agreement addressed to the Instructor; subject to sub clause (10.3) below.
- 10.2 Upon termination by either party, Instructor shall provide to the Company any and all copies, in whole or in part, of the materials (as they then exist) and any materials that the Company had provided to the Instructor in connection with this Agreement.
- 10.3 The Company reserves the right to terminate the Instructor without prior notice with immediate effect in case of breach of any of the terms of this Agreement by the Instructor or any fraud, negligence, willful misconduct or performance of any illegal activity by the Instructor.

11. Indemnity:

- 11.1 The Instructor hereby agrees to indemnify the Company and its agents and hold them harmless and keep them at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including but not limited to statutory liability), arising from any infringement or violation of any third party rights, including or breach of the Instructor's obligations, duties, warranties and/or undertakings set forth in this Agreement or damage to property accruing or resulting to any third party furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Instructor in the performance of this Agreement.

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12. **GENERAL**

12.1 **Waiver:**

- 12.1.1 A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.1.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

12.2 **Severability:**

- 12.2.1 If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 12.2.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.3 **Variation:**

- 12.3.1 The Company may vary the Agreement from time to time and will notify any changes to the Instructor in a timely manner.

12.4 **No partnership:**

- 12.4.1 Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.5 **Dispute Resolution & Governing Law:**

- 12.5.1 This Agreement shall be governed in all respects by the laws of India. Any and all disputes arising out of this Agreement shall be resolved mutually amicably, failing which Instructor and the Company unconditionally and irrevocably consent to the exclusive jurisdiction of the courts of Mumbai.

12.6 **Entire Agreement:**

- 12.6.1 This Agreement and the Schedules hereto supersede any and all other agreements, either oral in writing, between Instructor and the Company and contains the entire agreement between the Instructor and the Company with respect to the subject matter hereof. This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

IN WITNESS, WHEREOF the Parties have put their respective hands on the day and year first hereinabove written.

Signed and delivered by

Akash Choudhary

(candidate_signature)

[Candidate Name]

Friday, 26 Feb 2021

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SCHEDULE A

Teacher payouts are comprised of the following 4 main components:

1. **In-class Earnings**

Class/Slots	India	US
Trial Class	INR 50	INR 75
Paid/Regular Class	INR 275	INR 400

2. **Conversion Incentive**

Converted Students in a month	Incentive per student
1-10	INR 500
11 or more	INR 1000

3. **Student feedback**

Our parents love to hear about their child's progress. We believe such a two-way interaction is very critical for personalizing our delivery. Teachers are expected to provide feedback to the parents at certain fixed points: first feedback is done after 4th class and subsequent feedback sessions are done after every 8 classes. **For each such feedback, the teacher earns Rs. 75.**

4. **Project feedback**

We believe that self learning is a very important aspect of our curriculum. Students are assigned after class projects to practice the skills they learnt in the session with the teacher. This provides them with a playground to be creative and independent. Teachers are expected to provide feedback on all after-class projects. **For each such feedback, the teacher earns Rs. 30.**

This is paid out only for completed classes

Day Shift: 10AM-9PM IST, Night Shift: 9:30PM-8:30AM IST

Minimum Guarantee (MG)

MG program is designed only to help teachers in their initial days in case they have a slower start than expected on the platform because of which their earnings are not ramping up as fast as desired. We strongly recommend that new teachers take advantage of our training team to quickly get their earnings up. **If your calculated pay is higher than MG, then you are paid the actual pay only (MG is not an additional amount). If your calculated pay is lower than MG, then you are paid MG amount.**

The necessary condition for a minimum guaranteed payout is making a minimum 80 slots available (in either the day shift or the night shift) per month. Your MG eligible amount depends on the number of slots you open with us, in the calendar month, as well as for the next 30 days, each day of the month.

The table summarizes the current MG program based on teacher tenure:

Tenure with Codr	Slots opened	Minimum Guarantee	Condition
1st Month	80-119	INR 10,000	These many slots need to be open for next 30 days, everyday
	120-159	INR 15,000	
	160+	INR 24,000	
2nd Month	80-119	INR 12,000	These many slots need to be open for next 30 days, everyday
	120-159	INR 24,000	
	160+	INR 32,000	
3rd Month	80-119	INR 16,000	These many slots need to be open for next 30 days, everyday
	120-159	INR 27,000	
	160+	INR 36,000	

*Note - TDS will be deducted as per government guidelines

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- Please note that the MG program for any month can change and will be communicated in advance on email
- If a teacher goes live before the 15th of the month, that month is considered their first month and the next month becomes the second month and so on.
- If a teacher goes live on or after the 15th of the month, then that month and the next month are considered as their first month and the month after that becomes the second month.
- The calculation of minimum guarantee for the first month will be done on a pro-rata basis as per the number of days in the system for that month.
- If you go live on or before 20th of the month, you will be eligible for MG on a prorated basis.
Ex: If you go live on 15th of the month, and your next 30 days slots shows a number higher than 160 for each day from 16th of the month to 30th of the month, then you are eligible for MG of Rs. 12,000 (Rs. 24000 for 160+ slots - pro-rated to 15 days)
- If you go live on or after 21st of the month, you are not eligible for MG for the month you have joined but will be eligible for full MG the month after.
- For MG buckets - 120/160, these many slots should be open for the next 30 days, every day. For example on the 10th of Sept, your 160 slots should be open for 11th Sept to 10th Oct (30 days), and so on every day for the entire month. In case a teacher does not qualify for these MG buckets as (s)he did not open 120/160 slots on a regular basis, we check the total number of slots (s)he had opened in that calendar month; if they are 80 or more, (s)he is eligible for the base MG of 80 Slots.
- In the entire month, a teacher can miss out maximum 3 times to keep these many slots open while still being eligible for earning MG for that slot criteria. You should contact your RM at least once a week to check it up or go to your dashboard and see your slots.
- Any inactive teacher (teacher who has resigned on the platform during the month) will not be eligible for any MG in that month
- It is mandatory for teachers to complete the certification before they can open slots in a given shift (Teachers trained for day shift can only open slots in day shift, teachers trained for night shift can open slots only in the night shift and teachers trained for both shifts can open slots across both shifts).
- For teachers who plan on opening slots across both the shifts, two conditions must be met: 1) Either the day shift or night shift must have more than 80 slots opened, and 2) Min. 40 slots for the shift where 80 slots are not opened. For example, if a teacher trained on both day and night shift opens up 130 slots in the night shift and opens only 30 slots in the day shift, the MG bracket will be for 120 slots (and not 160 slots). If (s)he decides to open up 10 extra slots in day shift to make it to 40 slots, then (s)he will be eligible for MG of 160 slots ($130+40 = 170$)

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Guidelines for earning more at Codr-

- Ask your mentors/trainers for a payout calculator which can help you get an estimate of your earnings. Play around with the calculator and see how changing the inputs can change your earning potential
- Open more slots translates to higher earnings
- Open slots in fixed predictable windows will help you get and retain paid students as it will help students get their preferred slots easily
- Ensure your slots are predictable for the next month as it will help the students gain more visibility and will help them plan well in advance
- Focus on increasing trial conversions as that increases the number of paid students and hence, translates into higher earning potential. Reach out to your mentors/trainers on tips to increase conversion
- Student project creation and feedback calls with parents are a very effective way to increase the earnings
- All teachers are entitled to a referral bonus. Refer teachers and students to join codr and increase your earnings with little effort
- Additional responsibilities are given to high performing teachers and that opens up extra earning possibilities. Reach out to your mentors/trainers for additional information

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