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**Managed Network Expert (MNE) Engagement Letter**

1/28/2018

ADITYA MANIAR

502, dIWANI MAHAL, GULMOHAR ROAD, JUHU SCHEME, MUMBAI-400049

**Thank you for your interest in serving as a Managed Network Expert!**

Chegg is the leading provider of online homework help for college and high school students. Your role as subject expert is to help Chegg registered students with their homework assignments. Chegg offers help in various subjects related to Math, Science, English, Engineering, History, Business and Social Sciences.

Your engagement will be with Chegg India Private Limited (“**Company**”) as an independent contractor in accordance with the terms set out in this letter (“**Engagement Letter**”).

You will be compensated at a per solution or answer basis. Your services will comprise of (i) authoring solutions (“**Textbook Solutions**”); and/or (ii) submitting Q&A responses (“**Q&A Answers**”) on the Q&A Board, in the subject(s) wherein you have proven expertise by successfully completing the requisite tests (hereinafter collectively referred to as “**Services**”).

For the purposes of completion of Services, the Company shall through the designated manager (“**Manager, Expert Management**”):

1. for Textbook Solutions: assign the textbooks, corresponding per-solution compensation rate, and the deadline for delivery of specified solutions prior to the commencement of your assignment.
2. for Q &A Answers: provide guidance on what and how to provide answers, as per Chegg best practice guidelines. Compensation and time slots for Q&A responses will be as agreed with your Manager, Expert Management for each response.

Your commencement of assigned Services (“**Assignment**”) constitutes your acceptance of this Engagement Letter and the General Terms and Conditions contained herein. These General Terms and Conditions, along with those found within the Engagement Letter, shall govern your completion of each Assignment.

Please follow the guidelines below to earn full compensation of your work:

* Textbook Solutions
  + Textbook Solutions should be in compliance with **Chegg authoring guidelines**. Training on authoring guidelines will be provided prior to the beginning of paid work. Please note that the guidelines are subject to revision
  + Solutions shall be submitted within the timeline assigned by your Manager
  + Solutions shall be submitted in batches of size not less than 25 solutions apiece
* Q&A Answers
  + Q&A Answers shall be provided to the student in accordance with the answering guidelines provided (subject to change) and instruction of your Manager
  + You shall work during your agreed time slots as discussed with your Manager, Expert Management.

The Company has the right to reject and/or refuse to pay You for any Textbook Solution/Q&A Answer that does not comply with the **Chegg authoring guidelines**, or found to be inaccurate, incomplete, or plagiarized.

Payment for Textbook Solutions and/or Q&A Answers, submitted in one month, will be released on the 15th day of the following month, subject to the following exceptions:

* No payments will be made for solutions or Q&A Answers rejected by the Company. A penalty of twice the per-solution rate will be deducted from your payment for any incorrect textbook solutions submitted. This penalty doesn’t apply to Q&A Answers. Payment will be done only after making necessary deductions based on the quality check report.
* Sometimes in-house experts may not complete the verification of all submitted Textbook Solutions before the payment date. In such cases, while the verification continues, 10% of the full payment amount may be withheld until the next payment date to avoid paying for inaccurate solutions.
* TDS (Tax Deducted at Source) will be applicable as per the prevailing income tax rules.

All of the Services, Assignments and information provided to you pursuant to this Engagement Letter are subject to the General Terms and Conditions (attached here as Exhibit A) described in this Engagement Letter.

By signing below, you represent that you have read this Engagement Letter, including the attached General Terms and Conditions, understand the implications and agree to the terms as outlined in this Engagement Letter.

Welcome to the team!

Sincerely, ADITYA MANIAR

Manager, Expert Management

1/28/2018

**Exhibit A**

**General Terms and Conditions**

**The terms used in capitalized form and not defined herein shall have the same meaning ascribed to it in the Engagement Letter.**

**The term “Agreement” shall mean and include the terms of the Engagement Letter and the General Terms and Conditions.**

1. Independent Contractor Status. Contractor is an independent contractor and not an employee of Company, and nothing herein or the performance of the Services hereunder shall create or is intended to create any employment relationship between Contractor and Company. Contractor shall not be eligible to participate in or receive any benefit from any benefits plan or program available to Company employees and Company shall not provide workers’ compensation coverage for Contractor. Contractor shall comply with all applicable laws and regulations and shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to any fees paid to Contractor. Contractor retains sole and absolute discretion regarding acceptance of Assignment and in the manner and means of carrying out the Services and completing the Assignment.

2. Confidentiality and Nondisclosure. Contractor agrees not to use the Confidential Information (as defined below) of Company for any purpose other than to perform the Services hereunder and not to disclose, or permit access to, the Confidential Information of the Company to or by any third party (including any competitors of Company), other than representatives or agents of Contractor who have a need to know such information consistent with the rights and obligations of the Contractor with respect thereto and who are under an appropriate burden of confidentiality consistent with Contractor’s confidentiality obligations hereunder. Contractor further agrees to take all reasonable measures to protect the confidentiality of the Confidential Information of the Company from any such disclosure or access, including such measures as Contractor utilizes to protect Contractor’s own confidential information. Contractor agrees to promptly notify Company in writing of any knowledge Contractor receives with respect to any such disclosure, access, use, possession, or misappropriation of Confidential Information of Company. “Confidential Information” of Company includes, by way of example, any information, study material, guidelines, technical data, or know-how relating to research, product and business plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, configuration information, marketing or finances of Company, and the terms and conditions of this Agreement (including all Assignments and the content thereof and the fees therefor). The obligations of this Section shall not apply to information that (a) is in the possession of Contractor at the time of disclosure as shown by Contractor’s contemporaneous records, (b) is or becomes generally known to the public or readily ascertainable from public sources other than as a result of a breach by Contractor of its obligations hereunder, (c) is independently developed by Contractor without further reliance on Confidential Information of Company or (d) is obtained from an independent third party that created or acquired such information without reliance on other Confidential Information of Company and free of any obligation thereto. Without limiting the foregoing, Contractor represents and warrants that any and all information, practices or techniques to be described, demonstrated, divulged or made known to Company during the performance of the Services may be divulged without any obligation to, or violation of, any right of others. Contractor further represents and warrants that any and all practices or techniques that Contractor discloses, along with any related materials, may be freely used by Company without violation of any law or payment of any royalty, except as Contractor shall specifically identify in writing subject to Company’s right to approve, in its discretion, the use of any such materials.

3. Intellectual Property -- Assignment of Rights; Limited Access. Contractor hereby assigns and agrees to assign, transfer and convey to Company all of Contractor’s rights to any deliverables and work product, including work papers and other documentation, tapes and masters, prototypes, source code, and any other materials generated by Contractor during the Term (collectively, “**Work Product**”), including any and all such Work Product generated and maintained in or on any form of electronic, magnetic or optical media. Contractor shall promptly disclose all such Work Product to Company and shall perform all acts necessary or desirable to assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in and to the Work Product. Solely for the purposes of providing the Services hereunder and during the Term only, the Company grants to Contractor a limited, nonexclusive, nontransferable right to access and use the Company’s intranet and only as may be permitted by the Company. Without the prior written consent of the Company, Contractor agrees not to reproduce, modify, distribute, transmit, republish, display, re-host, frame or embed the Company website (the “**Website**”), or any of its content or tools, or to make any commercial use whatsoever thereof, including providing or charging others for access to or selling material, content or links gathered from the Website or the Company database. Contractor agrees not to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on the Website. Further, Contractor agrees not to attempt to reproduce the Company database in whole or in part or to extract, data mine or otherwise copy the content of the Website, including the proprietary content of Company, either manually or automatically.

4. Warranties, Indemnification -- DISCLAIMER. Contractor warrants that (i) Contractor has suitable training, education, experience and skill to perform the Services, (ii) all Services to be performed by Contractor hereunder will be performed in a diligent and professional manner consistent with applicable industry standards and good industry practices, and (iii) Contractor’s performance of the Services will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party. Contractor shall indemnify, defend and hold harmless Company from and against any and all losses, claims, and expenses (including reasonable attorneys’ fees) directly or indirectly arising out of or resulting from (a) any act or omission of Contractor related to the Services performed hereunder; (b) any unauthorized use or disclosure by Contractor of Confidential Information of Company; or (c) any breach of any representation, warranty or covenant of Contractor contained in this Agreement or otherwise made to Company. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER CONTRACTOR NOR THE COMPANY MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Term and Termination. The term of this Agreement commences on the effective date of the acceptance of the Engagement Letter by the Contractor and shall continue until completion of the applicable Services (the “**Term**”), unless earlier terminated in accordance with this Section. Either party may terminate this Agreement at any time without cause upon 30 days’ prior written notice to the other party. The Contractor shall ensure that all the ongoing Assignments are completed to the satisfaction of the Company during the notice period. The Company may immediately terminate this Agreement or any Assignment, if the Company, in its sole discretion, determines that (i) the Assignment is no longer required and/or (ii) the quality of Service does not consistently meet the standards of the Company and/or (iii) the Contractor has breached any term of this Agreement and/or (iv) the Contractor has breached any representation or warranty. In the event of termination, Company shall not be liable to Contractor for compensation or damages of any kind whatsoever, including direct, incidental or consequential damages, incurred as result of such termination, other than applicable fees (if any) payable hereunder for Services performed prior to termination. The terms of this Agreement that expressly extend or by their nature extend beyond termination or expiration of this Agreement, including Sections 1 through 4, shall so survive and continue in full force and effect.

Upon the termination of an Assignment the Contractor shall immediately deliver to the Company any and all material relating to the Assignment.

Upon termination of this Agreement for any reason, the Contractor shall immediately deliver to the Company (or upon Company’s instructions, destroy or delete and certify the fact of such destruction or deletion) any and all material relating to Services performed hereunder including, without limitation, all of Company’s Confidential Information and all Work Products (including all work in progress) in Contractor’s possession or under its control without the retention of any copies, notes or excerpts.

6. Governing Law, Remedies. This Agreement shall be governed by Indian law. The courts at Delhi shall have the exclusive jurisdiction to settle any claim or matter arising under this Agreement. The parties agree that the prevailing party in any action, suit or proceeding arising out of this Agreement will be entitled to recover, in addition to all other remedies or damages, all costs and expenses of such action (including reasonable attorneys’ fees and costs and expert fees and costs) expended in connection therewith.

7. Notices, Counterparts. This Agreement shall be binding on and inure to the benefit of each party’s heirs, executors, legal representatives, successors and permitted assigns. Whenever notice is to be served hereunder, service shall be made personally, by facsimile transmission, by overnight courier or by registered or certified mail, return receipt requested, addressed as provided to the other party. Notice shall be effective only upon receipt by the party being served. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one instrument.

8. Entire Agreement, Severability, Waiver. This Agreement, including these General Terms and Conditions, and any subsequent Assignment pursuant to this Agreement, contains the complete and exclusive agreement and understanding of the parties hereto with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and writings with respect thereto. No modification or alteration of this Agreement shall be effective unless made in writing and signed by both Contractor and Company. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, the remaining provisions of this Agreement and application thereof shall continue in full force and effect without impairment or invalidation. Failure to exercise or delay in exercising any right or remedy provided by this Agreement or by law shall not constitute a waiver of any right or remedy by either party. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of a right or remedy or the exercise of any other right or remedy by any party.

9. Assignment. The Contractor shall not, either in whole or in part, assign any rights, duties or obligations under this Agreement (including payments that are due or will become due in the future) to any third party. The Company may assign any and all rights, duties, or obligations under this Agreement to any third party in its sole discretion for any reason whatsoever.