

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and executed on **04-Dec-2023** (the “Effective Date”), at Mumbai:

By And Between

LearningMate Solutions Private Limited, a company incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at Plot No 74, 7th, 8th, 9th & 10th Floor, Techno Park, 74/II “C” Cross Road, MIDC, Marol, Andheri (E), Mumbai – 400 093, represented herein by its Chief Executive Officer, Mr. Samudra Sen (hereinafter referred to as the “Company”, which term shall, where the context so requires or admits, be deemed to mean and include its successors-in-interest and permitted assigns) of the First Part;

And

Mr. Suraj Shinde, Son of Santosh Sitaram Shinde aged about 22 years residing Laxmi Colony, E/1, Katemanivali Naka, Poona Link Road, Kalyan(E), Kalyan - 421306, (hereinafter referred to as the “Employee” which term shall, where the context so requires or admits, be deemed to mean and include his/her heirs, executors and permitted assigns) of the Second Part

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OF THE MUTUAL BENEFITS HEREIN PROVIDED, THE COMPANY AND THE EMPLOYEE AGREE AS FOLLOWS:

1. **Designation and Career Level:** You will be placed in the **MAD** as **Associate Software Engineer** at **CL7** level.
2. **Representations and Warranties:** The Employee represents and warrants to the Company that the Employee is not bound by any restrictive covenants, including but not limited to non-competition, non-disclosure and non-solicitation covenants. The Employee agrees to indemnify and hold harmless the Company for any liability the Company may incur as a result of the existence of any such covenants, obligations or commitments.
3. **Term of Employment:** The Employee’s employment will commence on the Effective date, which is **04-Dec-2023** and will end on by either by the resignation of the Employee or by the termination by the company or at attaining the age of fifty-eight years, whichever is earlier.
4. **Probation:** The Employee will be on probation for a period of 06 months from the date of joining. The duration of probation can be increased based on the performance review post the completion of the probation period. During the probation period, employment can be terminated either by the Company or by the employee (by submitting resignation letter) by giving a thirty (30) days’ notice. Beyond the Probation Period and after continued employment, clause 7 will govern the employment status and terms and conditions for resignation/termination.
5. **Duties and Functions:**

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Fax + 91 22 6250 0403

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100 Canal Pointe Blvd.
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Fax +1 408 317 0362

LearningMate Solutions (UK) Limited
St Mary’s Court,
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UK.
Telephone + 44 20 7993 6391

GST NO. : 27AAACL9067F1ZC

CIN U72900MH2003PTC234753



- (a) Upon the commencement of the Employment Period, the Employee shall perform the duties assigned to him/her by the Company, from time to time. The Employee shall fulfill such general duties and responsibilities as are assigned to him/her from time to time.
- (b) The Employee shall devote all of his/her business time, attention and energies to the business of the Company, and shall assume and perform such further reasonable responsibilities and duties as may be assigned or directed by the Company.
- (c) The Employee agrees that he/she will at all times while performing services for the Company, devote his/her reasonable best efforts, skill and ability and shall perform his/her responsibilities as an employee and Employee of the Company in a competent and professional manner.
- (d) The Employee further agrees that during the term of his/her employment with the Company, he/she shall not render commercial or professional services of whatsoever nature to any person or organization, whether or not for pecuniary gain, without the prior written consent of the Company, and that he/she will not directly or indirectly engage in any business that is competitive in any manner with the business of the Company.
- (e) The Employee agrees to abide by the rules, regulations, instructions, personnel policies and the policies of the Company and any change thereof which may be adopted by the Company from time to time.
- (f) The Employee agrees that he/she shall not knowingly participate in any activity that constitutes an actual or potential conflict of interest with his/her employment with the Company.

6. Compensation and Benefits:

As the total consideration for the Employee's services rendered hereunder, the Employee shall be entitled to the following:

- (a) **Cost to the Company (CTC):** The annual CTC payable to the Employee is **Rs. 433,095/-**. In addition to the above compensation, you will also be eligible for an additional increase upto 100,000/- in your next appraisal cycle i.e 2025 and upto 200,000/- in the subsequent appraisal cycle i.e 2026 based on Individual and Company Performance. However, if you resign this will not be applicable.
- (b) **Fringe Benefits:** The Employee shall be entitled to participate in or receive benefits under any employee stock option plan or other arrangement, including health, vision, dental, disability and life made available by the Company to its management-level employees generally, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and arrangements. Nothing contained in this Agreement shall be construed to create any obligation on the part of the Company to establish any such plan or arrangement or to maintain any such plan or arrangement, which may be in effect from time to time.
- (c) **Expense Reimbursement:** The Company shall promptly pay the reasonable, business-related expenses incurred by the Employee in the performance of his/her duties hereunder, including, without limitation, those incurred in connection with business-related travel, telecommunications and entertainment, or, if such expenses are paid directly by the Employee, shall promptly reimburse the Employee for such payment, provided that the Employee has properly accounted therefore in accordance with Company policy including without limitation providing support documents.
- (d) **Vacation and Personal Days:** The Employee shall be entitled to paid vacation, personal leave and

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sick days in accordance with the Company's vacation and leave policies, as in effect from time to time; Provided, however, that the Employee shall be eligible to accrue a maximum of four (4) weeks paid days of vacation and personal leave per year. The Employee shall also be entitled to all paid holidays given by the Company to its employees.

- (e) **Stock Options:** The Employee shall be entitled to participate in the Company's Employee Stock Option Plan (the "**Plan**") subject to the approval of the Board/ Compensation Committee.
- (f) **Withholding:** Base Salary and all other forms of compensation or benefits paid to the Employee hereunder shall be subject to all applicable taxes and the Company may withhold from any amounts payable under this Agreement such taxes as shall be required to be withheld pursuant to any applicable law or regulation.

7. Termination of Employment:

- (a) **Resignation By Employee Without Good Reason:** Notwithstanding Clause 3 above, in the event the Employee terminates his/her employment with the Company without Good Reason (as defined in Section 7(f)(2) below), the Employee will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of his/her resignation; Provided, however, that the Employee shall be entitled to receive any Base Salary, statutory payments, accrued leave, etc earned but not yet paid, and any reimbursable expenses incurred but not yet paid, as of the effective date of such termination.
- (b) **Termination By Company For Cause:**
 - (1) Notwithstanding Clause 3 above, the Company may terminate the Employee's employment with the Company at any time for Cause (as defined in Section 7(b) (2) below) by giving to the Employee written notice thereof, as provided in Section 7(g) below.
 - (2) The term "**Cause**" shall mean: (i) an act of dishonesty or other misconduct by the Employee during the performance of his/her duties under this Agreement that is detrimental to the pecuniary interests, reputation or goodwill of the Company or results in pecuniary gain to the Employee; (ii) theft or misappropriation by the Employee of property of the Company or the commission of an act or acts by the Employee constituting fraud against the Company; (iii) the Employee's consistent failure to reasonably perform his/her employment duties as provided hereunder, which is not cured within ten (10) days following the Employee's receipt of written notice thereof; (iv) wilful misconduct or gross negligence in the performance of the Employee's duties; (v) habitual absenteeism, chronic alcoholism or any other form of addiction on the part of the Employee that prevents him/her from performing the essential functions of his/her position; (vi) the Employee's conviction of, or plea of nolo contendere to, (A) a felony or (B) any crime involving fraud; (vii) the breach of any representation or warranty made by the Employee under this Agreement; and (viii) the breach of the Employee's material obligations under this Agreement not cured within ten (10) days following the Employee's receipt of written notice thereof.
 - (3) If the Employee's employment is terminated for Cause, the Employee will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of termination; provided, however, that the Employee shall be entitled to receive any Base Salary, statutory payments, accrued leave, etc earned but not yet paid, and any reimbursable expenses incurred but not yet paid, as of the effective date of such termination.



(c) **Termination By Company Without Cause:**

- (1) Notwithstanding Clause 3 above, the Company may terminate the Employee's employment at any time without Cause by giving to the Employee written notice thereof, as set forth in Section 7(g) below. In such event, the Employee shall be entitled to receive any Base Salary, statutory payments, accrued leave, etc earned but not yet paid, and any reimbursable expenses incurred but not yet paid, as of the effective date of such termination
- (2) The Employee shall not be entitled to receive any Compensation unless the Employee (a) executes and delivers to the Company a general release in form and substance acceptable to the Company (which shall not release right to Compensation under this Agreement, his/her stock, any remaining rights under options (subject to terms of the Plan, however) and vested retirement benefits, if any) and (b) remains in full compliance with the material terms of this Agreement, including but not limited to the non-disclosure, non-competition and non-solicitation provisions hereof. The parties acknowledge that the Compensation to be provided under this Section 7(c) is to be provided in consideration for the above-specified release.

(d) **Termination for Employee's Disability:**

- (1) If the Employee becomes eligible for the Company's long-term disability benefits or if, in the sole opinion of the Company, Employee is unable to carry out the responsibilities and functions of the position held by Employee by reason of any physical or mental impairment for more than sixty (60) consecutive days or more than one hundred and twenty (120) days in any twelve-month period, then, the Company may terminate Employee's employment, subject to applicable law.
- (2) The Employee will not be entitled to and shall not receive any compensation or benefits of any type following the effective date of termination; provided, however, that the Employee shall be entitled to receive any Base Salary, statutory payments, accrued leave, etc earned but not yet paid, and any reimbursable expenses incurred but not yet paid, as of the effective date of such termination.

(e) **Termination Due To Employee's Death:**

This Agreement will terminate forthwith upon the Employee's death and the Company shall not have any further liability or obligation to the Employee, his/her executors, heirs, assigns or any other person claiming under or through his/her estate; Provided, however, that the Employee's estate shall receive any Base Salary, statutory payments, accrued leave, etc earned but not yet paid and any reimbursable expenses incurred but not yet paid as of the date of his/her death.

(f) **Resignation by Employee for Good Reason:**

- (1) Notwithstanding Clause 3 above, the Employee shall have the right to terminate his/her employment under this Agreement for Good Reason (as defined in Section 7(f)(2) below) by giving to the Company written notice thereof, as set forth in Section 7(g) below.
- (2) The term "**Good Reason**" means any one of the following: (i) the Company's willful material breach of any provision of this Agreement; or (ii) any material adverse change in the Employee's position (including status, offices, titles and reporting requirements), authority, duties or responsibilities, or any other action by the Company made without the Employee's consent (other than a change due to the Employee's Permanent Disability (as defined by the Workmen's Compensation Act) which results in (A) a diminution of any material respect in the Employee's

position, authority, duties, responsibilities or compensation, which diminution continues in time over at least thirty (30) days, such that it constitutes an effective demotion (provided, however, that no diminution of title, position, duties or responsibilities shall be deemed to occur solely because the Company becomes a subsidiary of another corporation or entity or because there has been a change in the reporting hierarchy incident thereto involving the Employee); or (B) a material diversion from the Employee's performance of the functions of the Employee's position (including but not necessarily limited to the Employee's authority to hire, direct, and/or fire employees, the Employee's authority to oversee the general direction and focus of the Company), excluding for this purpose material adverse changes made with the Employee's written consent or due to the Employee's termination with Cause or without Good Reason; provided, however, that it shall not constitute Good Reason unless the Employee shall have provided the Company with written notice of its alleged actions constituting Good Reason (which notice shall specify in reasonable detail the particulars of such Good Reason) and the Company has not cured any such alleged Good Reason or substantially commenced its effort to cure such breach within thirty (30) days of the Company's receipt of such written notice.

- (3) If the Employee resigns for Good Reason, the Employee shall be entitled to receive the Compensation described in Section 7(c)(2) hereof, provided that the Employee complies with Section 7(c)(2) hereof.

(g) **Notice: Effective Date of Termination:**

The termination of the Employee's employment pursuant to this Agreement shall be effective: (i) ninety (90) days after the Employee delivers to the Company written notice of his/her resignation with or without Good Reason, (ii) ninety (90) days after the Company delivers to the Employee written notice of his/her termination without Cause or by reason of the Employee's having become disabled as per Clause 7(d), (iii) immediately upon the delivery to the Employee of written notice of his/her termination with Cause, (iv) immediately upon the death of the Employee, or (v) immediately upon the expiration of the Employment Period. The Company shall have the option, in its sole discretion, to make Employee's termination effective at any time prior to the end of the notice periods stated in subsections (i) and (ii) as long as the Company pays Employee all compensation to which Employee is entitled up through the last day of such notice period.

- (h) In the event the employee resigns or his/her employment is terminated for any reason whatsoever, the Company, in addition to any other right as may be available to it under this Agreement or in law or in equity, shall also have the right (but not the obligation) to buy the equity shares held by the Employee either by itself or through a nominee at a IRR of 15 percent from the date of allotment of shares. The shares so purchased may either be held in the ESOP pool or be distributed amongst other Management Team members.

8. Non-Disclosure of Confidential or Proprietary Information:

- (a) The Employee acknowledges that during the course of his/her employment, he/she will have access to information about the Company and/or its Affiliates and/or Investors or otherwise in its possession and that his/her employment with the Company shall bring him/her into close contact with many confidential affairs of the Company and/or its Affiliates and/or Investors, including without limitation, information regarding the following: management, methods and operating techniques; procedures and methods; sales, advertising and marketing methods; development and service methods; the business techniques; information regarding customers and products; information regarding employees and personnel; training techniques, manuals and procedures;

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hardware systems and software programs; information relating to the prior, current or contemplated products or services offered and information that the Employee has a reasonable basis to believe was accepted by the Company and/or Affiliates and/or Investors from any third party under obligations of confidentiality (collectively, “**Confidential Information**”). Such Confidential Information is not readily available to the public and was developed by the Company at great effort and expense.

- (b) In recognition of the foregoing, during and after the termination of his/her employment (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Employee’s unauthorized disclosure, the Employee shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of his/her employment by, or in furtherance of the business of the Company and Affiliates) any Confidential Information and the Employee shall during the continuance of his/her employment by the Company use his/her best efforts to prevent the unauthorized publication or misuse of any Confidential Information; provided, however, that Confidential Information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Employee).
- (c) All documents, records, data, apparatus, equipment and physical property, whether or not pertaining to Confidential Information, which are furnished to the Employee by the Company and Affiliates or are produced by the Employee in connection with the Employee’s employment will be and remain the sole property of the Company. The Employee will return to the Company all such materials and property, including any material or medium from which any Confidential Information may be ascertained or derived, as and when requested by the Company. In any event, the Employee will return all such materials and property immediately upon the termination of the Employee’s employment for any reason. The Employee will not retain any such material or property or any copies, compilations or analyses thereof after such termination.
- (d) The Employee hereby represents and warrants that the performance of his/her obligations under this Agreement will not breach any agreement to maintain in confidence proprietary information acquired by the Employee prior to his/her employment by the Company. The Employee covenants that he/she will not disclose to the Company or its Affiliates, or use, or induce the Company or any of its Affiliates to use, any proprietary information or trade secrets of any third party, include any previous employer of the Employee, at any time.

9. Intellectual Property Rights:

- (a) The results and proceeds of the Employee’s services developed or created during the term of the Employee’s employment with the Company and for six (6) months thereafter, whether or not during normal business hours and whether conceived or developed alone, jointly or with others, including any and all inventions, developments, creative works, know-how and useful ideas of any description whatsoever and any works in progress (collectively, “**Inventions**”), shall to the fullest extent permitted by law be deemed “works-made-for-hire” under a contract of service and the Company shall be deemed the sole owner throughout the universe of any and all rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed, with the right to use the same in perpetuity in any manner the Company determines in its sole discretion without any further payment to the Employee whatsoever. If, for any reason, any of such Inventions shall not legally be a “work-for-hire” under a contract of service and/or there are any rights which do not accrue to the Company under the preceding sentence, then the Employee hereby irrevocably assigns and agrees to quit, claim any and all of the Employee’s

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right, title and interest thereto, including, without limitation, any and all copyrights, patents, trade secrets, trademarks and/or other rights of whatsoever nature therein, whether or not now or hereafter known, existing, contemplated, recognized or developed to the Company, and the Company shall have the right to use the same in perpetuity throughout the universe in any manner the Company determines without any further payment to the Employee whatsoever. The Employee shall, from time to time, as may be reasonably requested by the Company, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all rights in any such results and proceeds, including, without limitation, the execution of appropriate copyright and/or patent applications or assignments. To the extent the Employee has any rights in the results and proceeds of the Employee's services hereunder that cannot be assigned in the manner described above, the Employee unconditionally and irrevocably waives the enforcement of such rights. This Clause 9 is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled by operation of law by virtue of the Company or any of its affiliates being the Employee's employer.

- (b) The Employee hereby agrees to disclose any Inventions as required under clause (a) hereof, forthwith upon its creation, in order to permit the Company to engage in a review process to determine such issues as may arise. Such disclosure shall be received in confidence by the Company.
- (c) A list of inventions, original works of authorship, developments, improvements and trade secrets which were made by the Employee prior to the Employee's employment with the Company (collectively, the "**Prior Inventions**"), which belong to the Employee, which relate to the Company's proposed or current business, products or research and development, and which are not assigned to the Company is deemed to be assigned to the Company; or, if no such Prior Inventions exist, the Employee represents that there are no such inventions. If in the course of the Employee's employment with the Company, the Employee incorporates into a Company product, process or machine, a Prior Invention owned by the Employee or in which the Employee has an interest, the Company is hereby granted and shall have a non-exclusive, royalty free, irrevocable, perpetual and worldwide license to make, have made, sublicense, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

10. Non-Competition Restrictions; Non-Solicitation Restrictions:

- (a) **Non-Competition Restrictions:** The Employee agrees that, in consideration of his/her employment with the Company pursuant to this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, during the Employee's employment with the Company and for twenty-four (24) months after any voluntary termination of his/her employment by the Employee without Good Reason or termination by the Company for Cause, the Employee will not either on his/her own behalf or on behalf of any third party, except on behalf of the Company, directly or indirectly, as an individual proprietor, partner, shareholder, officer, employee, director, joint venturer, investor, lender, or in any other capacity whatsoever, (i) engage in any business that directly competes with that of the Company or its Affiliates' at the time of termination, or is based on technology of the kind or type acquired, developed or being developed, produced, marketed, distributed, planned, furnished or sold by the Company or its Affiliates' while the Employee was employed by the Company or accept employment with any entity that engages in any such business activity. Notwithstanding anything to the contrary in this Agreement, the Employee shall have no restriction on performing management consulting or other consulting not related to e-learning and related fields after any termination of employment.

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- (b) **Non-Solicitation Restrictions:** The Employee recognizes and acknowledges that during his/her employment with the Company, he/she will have access to, learn, be provided with and, in some cases, will prepare and create certain Confidential Information, all of which is of substantial value to the Company and/or its Affiliates. The Employee further recognizes that he/she will have substantial contacts with customers, clients, investors, consultants and strategic partners of the Company and/or its Affiliates and hereby acknowledges a fiduciary and confidential relationship will exist between the Employee and the Company and/or its Affiliates by reason of the Employee having received and been privy to client, customer and other proprietary information which would give the Employee an advantage in attracting the Company and/or its Affiliates clients, customers or employees. In light of the foregoing, during the term of the Employee's employment with the Company and for the period of (i) twelve (12) months after the termination of the Employee's employment by the Company without Cause or (ii) twenty-four (24) months after any voluntary termination of his/her employment by the Employee, for whatever reason, the Employee shall not, without the prior written consent of the Company:
- (i) either individually or on behalf of or through any other person, business, enterprise or entity, directly or indirectly, solicit, divert or appropriate or attempt to solicit, divert, encourage or appropriate, any investors, clients, strategic partners or customers (referred to collectively herein as "**Clients**") of the Company and/or its Affiliates who were (a) Clients at the time of the termination of the Employee's employment or during the one (1) year period prior to the termination of the Employee's employment and with whom the Employee had contact during the course of his/her employment, or (b) prospective Clients at the time of the termination of the Employee's employment with respect to which the Company and/or its Affiliates have developed or made a marketing or sales presentation within the one (1) year period prior to the termination of the Employee's employment and with whom the Employee had contact during the course of his/her employment; or
 - (ii) either individually or on behalf of or through any person, business, enterprise or company, directly or indirectly, employ or retain, or knowingly permit any person, business, enterprise or company directly or indirectly controlled by the Employee to employ or retain, or solicit, entice, encourage or persuade or attempt to solicit, entice, encourage or persuade to leave the services of the Company and/or its Affiliates for any reason, any other employee of the Company and/or its Affiliates.
- (c) **Reasonableness:** The Employee acknowledges that based on his/her unique skills, position and exposure to Confidential Information, the breach, or threatened breach, by him/her of the provisions of this Clause 10 shall cause irreparable harm to the Company and/or its Affiliates, which harm cannot be fully redressed by the payment of damages to the Company and/or its Affiliates. The Employee acknowledges that the scope and duration of the non-competition and non-solicitation provisions are reasonable. If, at the time of enforcement of this Agreement, an arbitral tribunal or court holds that the restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration and scope reasonable under such circumstances shall be substituted for the duration, scope or area stated herein.

11. Cooperation Following Termination:

The Employee agrees that, following notice of termination of his/her employment, he/she shall cooperate fully with the Company in all matters relating to the completion of his/her pending work on behalf of the Company

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and the orderly transition of such work to such other employees as the Company may designate. The Employee further agrees that during and following the termination of his/her employment he/she shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he/she has any knowledge or that may relate to him/her or his/her employment relationship with the Company; provided, however, that the Employee will be reimbursed by the Company for any reasonable out-of-pocket expenses incurred pursuant to his/her duties under this Clause 11 and reasonably compensated for his/her time. Such cooperation includes, but is not limited to, providing the Company with all information known to him/her related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

12. Binding Agreement:

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. In the event that the Company is acquired, is a non-surviving party in a merger, or transfers substantially all of its assets, this Agreement shall not be terminated and the transferee or surviving company shall be bound by the provisions of this Agreement. The Parties understand that the obligations of the Employee are personal and may not be assigned by him/her.

13. Entire Agreement; Termination of Prior Agreements:

This Agreement and the agreements and documents referred to herein contain the entire understanding of the Employee and the Company with respect to the employment of the Employee by the Company and supersede any and all prior understandings, written or oral, between the Employee and the Company and between the Employee and any affiliate or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Employee and a duly authorized officer of the Company. By entering into this Agreement, the Employee certifies and acknowledges that he/she has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he/she voluntarily and knowingly enters into said Agreement.

14. Severability:

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

Notwithstanding anything to the contrary contained elsewhere in this Agreement, in the event that an arbitral panel appointed under Clause 15 below determines that any provision of this Agreement relating to the time period, geographical or line of business restrictions is unreasonable, the arbitral panel shall determine what constitutes a reasonable time period, geographical or line of business restrictions and such time period, geographical or line of business restrictions deemed reasonable and enforceable by the arbitral panel shall become and thereafter be the maximum time period, geographical or line of business restrictions.

15. Governing Law, Arbitration and Submission to Jurisdiction:

LearningMate Solutions Private Limited

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Andheri (E), Mumbai - 400093, India.
Telephone + 91 22 6250 0000
Fax + 91 22 6250 0403

LearningMate Solutions Private Limited
Ecospace, Unit - 502 / 503,
Block - 3B, 5th Floor, New Town,
Rajarhat, Kolkata - 700156,
India.
Telephone + 91 33 6650 7800

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Suite 123,
Princeton, NJ 08540.
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LearningMate Solutions (UK) Limited
St Mary's Court,
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UK.
Telephone + 44 20 7993 6391

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India, without giving effect to the principles of conflicts of law thereof. Any court of competent jurisdiction of Mumbai, India shall have jurisdiction and venue in any proceeding instituted to enforce this Agreement and any objections to such jurisdiction and venue are hereby waived.

All disputes, controversies and differences of opinion arising out of or in connection with this Agreement or for the breach hereof which can not be settled amicably by the Parties hereto shall be settled by arbitration according to the then applicable rules of arbitration of the (Indian) Arbitration and Conciliation Act, 1996. The Parties shall appoint one arbitrator each who shall in turn jointly appoint the third arbitrator. The decision of the arbitral panel shall be final and binding on both the parties. The venue of arbitration shall be Mumbai, India. The arbitration proceedings shall be conducted in the English language. The Parties shall continue to fulfill their obligations under this Agreement pending the final resolution of the dispute and the Parties shall not have the right to suspend their obligations under this Agreement by virtue of any dispute being referred to arbitration.

16. Notices:

Any notice provided for in this Agreement shall be provided in writing. Notices shall be effective from the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the parties at their respective addresses specified in this Agreement or to such other address as either party may later specify by notice to the other.

17. Waivers:

No delay or omission by the Company or the Employee in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Employee on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

18. Modifications and Amendments:

This Agreement may be modified or amended only by an instrument in writing executed by the Parties hereto and approved in writing by a duly authorized officer of the Company. The Parties hereto agree that in no event shall an oral modification of this Agreement be enforceable or valid.

19. Headings:

The captions of the Clauses of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

20. Independent Counsel:

The Employee has been provided with an opportunity to consult with the Employee's own counsel with respect to this Agreement.

21. Survival:

The requirements and covenants of Clauses 8, 9 and 10 and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the

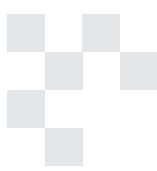
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termination of the Employee's employment with the Company. The requirements and covenants of such clauses shall be binding upon the Employee's personal representatives and assigns.

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IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAS CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED UNDER SEAL, BY ITS AUTHORIZED OFFICERS OR INDIVIDUALLY, AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED FOR AND ON BEHALF OF LearningMate Solutions Private Limited	SIGNED BY Mr. Suraj Shinde
For _____ Signature: _____ Name: Mr. Samudra Sen Chief Executive Officer	 Signature: _____
WITNESSES:	
1.  Signature: _____ Name: Sandesh Shinde. Address: Laxmi Colony E/1, Katemanivali naka, poona link road, Kalyan(E), 42130	2. _____ Signature: _____ Name: _____ Address: _____

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www.learningmate.com

CIN U72900MH2003PTC234753

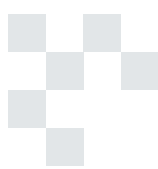


EXHIBIT A

Prior Inventions

NIL

Signature of the employee:

Mr. Suraj Shinde

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