MINOS LABS

Date:

Welcome to Minos Labs!

We are excited to have you join our team as a Full-Stack Development Associate within the Career Acceleration Program. Before getting started, familiarize yourself with the information in this packet as it will serve as a good way to get you onboarded and set up within the program a lot quicker!

Finally, if you have any questions along the way, feel free to reach out to

Head of Operations and Delivery
himanshu@minoslabs.com

Mission Statement:
Our mission is to bridge the gap between Entry-Level tech talent and Fortune 1000 organizations in order to build the workforce of tomorrow and forever change the way new to market talent enters their first role within technology.

Company Overview:
Minos Labs, at its core, is an Education-Technology firm. We strive to make a better educational platform for recent college graduates to secure their first entry-level role within Fortune 1000 organizations. We work directly with Human Resources and Hiring Managers to curate a curriculum and prepare individuals to fill upcoming open roles.

We started the firm after noticing a problem; there is an extended period of time between onboarding and being fully comfortable in a new role, for entry-level individuals.

Recent college graduates and large companies struggle alike because what is required to perform in the work environment is not embedded in the average college curriculum. There is a disconnect between the theory taught in college and the practical experience needed to excel throughout someone's career. We aim to bridge that gap and enable entry-level talent to accelerate their careers and grow within their industries.

We provide entry-level candidates with an accelerated, 6-week, Career Acceleration program, advancing their skills within Full-Stack Development and Cybersecurity while giving them exposure to C-Level mentors, Coaching, and Real World projects to enhance their skill set as they enter the workplace.

Initials:_____

CAREER ACCELERATION ONBOARDING CONTRACT

Our Career Acceleration Program is free to all applicants that obtain entry to the program based on the initial assessment. We only ask that you allow us 90 days after the completion of our program to place you with our clients on a Contract or Full-Time position. Our team will work tirelessly to ensure you are employed in one of the markets you select during the onboarding process.

Our Salary ranges for our associates once they obtain employment range from $50,000 - $70,000 annually. Minos Labs Associates have the opportunity to withdraw from the program without penalty 18 weeks after start. If the associate decides to withdraw before the 18 week cap, a fee of $500 for every week the associate is in the program will be applied. This is at Minos Labs' sole discretion as we invest significant time and resources in each associate between Instructors, Instructor Assistants, Technology costs, Resume Building, Linkedin Profile, and Platform access. Our goal is not to charge for the Career Acceleration Program, our goal is to place you with our clients in a simple, formal, and quick manner.

After the completion of the employment contract with our clients, you are free to join any organization of your choice. We ask that you respect contractual terms because at the end of the day, the relationships you build within Minos Labs will continue to help you grow your network.

When combined with the Minos Labs Career Acceleration Program and efforts to secure a position post completion, associates may be committing to employment either on a full-time basis or a minimum period of Eighteen (18) months of billable time. This excludes the time during which he/she/they will be devoted to training by Minos Labs.

AGREEMENTS

1. **Career Acceleration Program**. Minos Labs agrees to provide Associate with the necessary development to make Associate eligible for entry-level employment. The Minos Labs "Career Acceleration Program" takes place over six weeks and is conducted virtually. During the Career Acceleration Program, Associate will not be considered an "employee": of Minos Labs or any affiliated Client Organizations for any reason.

2. **Compensation During Career Acceleration Program**. Because Associate is not an employee of Minos labs or affiliated client organizations during the Career Acceleration Program, Associate will not receive any salary or benefits provided by Minos Labs to its employees.

3. **Completion of Career Acceleration Program.** Once the Career Acceleration Program is completed, Associate will be eligible for employment at Minos Labs or affiliated Client Organizations. Upon successful completion of the Career Acceleration Program, Associate will

Initials:_____

potentially be offered employment at Minos Labs or affiliated Client Organizations, which will be determined by Minos Labs in its sole and absolute discretion.

4. Termination of Associate's Participation in Career Acceleration Program. Minos Labs may terminate Associate's participation in the Career Acceleration Program at-any time, without prior notice, if Minos Labs determines, in its sole and absolute discretion, that: (a) Associate is either not willing or unable (with or without reasonable accommodation) to adequately and competently perform work for Minos Labs or Affiliated Clients at the completion of the Career Acceleration Program; or (b) Associate has engaged in conduct during the Career Acceleration Program that is adverse to the interests of Minos Labs or its Affiliated Clients; or (c) Associate has reached out to the contacts of Minos Labs without the consent of Minos Labs Management team.

5. Repayment of Training Costs. Except when Minos Labs provides express written consent to Associate's termination in its sole and absolute discretion, if Associate chooses for any reason to terminate his/her/their participation in the Career Acceleration Program prior to Minos Labs' placement of Associate with a Client, or before the completion of the Minimum billable time commitment, Associate agrees that he/she/they shall reimburse Minos Labs for a portion of the costs of the Career Acceleration Program and related expenses, in the agreed-upon amount of $500 per week of involvement (up to 18 weeks). Associate acknowledges and agrees that this amount is a fair approximation of the amount that Minos Labs spends on each Associate's training and placement prior to such individuals commencing work with any given client. Minos Labs will only provide written consent to Associates choice to terminate his/her/their participation in the Career Acceleration Program if such requests are made by Associate in writing and delivered to Minos Labs' HR Director with a full explanation for why Minos Labs' consent is sought and should be given.

6. Voluntary Agreement. Associate acknowledges that Associate is entering into this Agreement Voluntarily, in order to obtain valuable new skills that will be beneficial to Associate's career advancement and development. Associate acknowledges that Minos Labs has not made any promises to Associate other than as is set forth in this Agreement.

7. Entire Agreement: This Agreement contains the entire agreement and understanding of the parties and supersedes all prior discussions, agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be changed or modified, except by an agreement in writing executed by Minos Labs and Associate.

MINOS LABS

By: _Himanshu Tandon_

Himanshu Tandon
Head of Operations & Delivery
himanshu@minoslabs.com

Date:____01/09/2021____

ASSOCIATE

By: _____

Print Name: _____

Birthdate (MM/DD/YYYY): _____

Email:_____

Phone Number: _____

Address: _____

Date:_____

CAREER ACCELERATION PROGRAM OVERVIEW

Overview

Minos Labs focuses on supporting upcoming initiatives at Fortune 1000 Organizations within Full-Stack Development and Cybersecurity by Screening, Training, and Assessing top technology talent looking to accelerate their careers within the field. We are committed to helping individuals that want to become tomorrow's information technology leaders.

We involve our clients (Fortune 1000 CIOs, CTOs, CISOs, Respective team members) throughout every step of the process to streamline the hiring process and make sure graduates are prepared in industry specific skills that ensure they are ready to ace their first interview, add value, and grow within their careers.

Program Details and Responsibilities

The Minos Labs Career Acceleration Program is designed for those with baseline technical backgrounds, looking to launch their careers within technology by entering a 6-week technical and professional acceleration program during which, each associate will:

- Build their personal portfolio of projects and practical experience modeled after real world initiatives from our clients

- Communicate with Industry professionals as well as Instructors and Instructor Assistants to ensure any confusion or questions are answered

- Communicate on Slack/moodle forum channels to help others understand material that you are comfortable with, we are big believers in paying it forward. Remember, when you join an organization you want to help others as well to establish your own brand.

- Dedicate 20-25 hours per week for 6 weeks to live, instructor-led sessions, self study, and advisor webinar sessions.

- Learn, Develop, and Refine technical and professional skills presented during the Career Acceleration Program

- Collaborate with other Minos Labs Career Acceleration Associates and Instructors with professionalism and respect

- Complete all assessments, team projects, self study, and assignments by established deadlines - all assessments and deadlines are visible to hiring managers throughout the program (they're scouting you for their teams!)

- Work independently as well as in collaborative settings to become an industry leader

Initials:_____

- Be involved and communicate difficulties throughout program to seek assistance in a timely manner

- Attend all lecture, lab, coaching, and advisor sessions on time and stay for the duration

Upon successful completion of the Career Acceleration program, you will have the opportunity to join Minos labs and/or affiliated clients on a full-time or contract basis. With a wide range of Fortune 1000 organizations, nonprofits, and startups as our clients, you can use your newly refined skillset to make an impact in the real world. While we cannot guarantee your employment after the program, we strive to maintain a 93%+ employment rate per cohort!

Day 0 + Day 1 Checklist:

Before the first day, make sure you're prepared by following along the checklist below:

1. Create a professional gmail account if you do not already have one (EX: firstname.lastname@gmail.com) - use this account for signing into moodle, slack, google drive, etc.)

2. Create a professional LinkedIn if you do not already have one - add in all relevant experience and education and begin connecting with your peers throughout the program (Build your personal brand).

3. Create a Github account if you do not already have one (add any previous personal projects to your account) and maintain organization within your repositories throughout the program

4. Sign Career Acceleration Program Onboarding Contract, Program Overview, and NDA

5. Read and Initial each page of the documentation

6. Onboard onto Moodle - Invite will be sent upon return of fully executed onboarding packet

   a. Moodle is our Learning Management System and where you will be attending lectures, labs, coaching, and webinar sessions, collaborating with other associates, instructors, and submitting all assignments throughout the program

   b. Remember, we are sponsoring your costs throughout the program so spend time becoming familiar with the Learning Management System (LMS) and course material

7. Onboard onto Slack/familiarize yourself with moodle forums

Initials:_____

a. Slack/moodle forums are our main form of communication and will be your go-to place to ask questions after lecture sessions about the material presented, general issues, as well as a place to collaborate with your group members on collaborative assignments

b. There will be a different channel/forum for each lecture session - please make sure that you are communicating in the proper channels to ensure your questions and comments are seen by your peers and instructors alike.

8. Familiarize yourself with Minos Labs website as well as the program as a whole (www.minoslabs.com), Please remember that as you are completing the program your progress will be displayed in our platform for hiring managers to distinguish who they'd like to bring onto their teams at each organization.

9. Familiarize yourself with employers of associates who have completed the Minos Labs Career Acceleration Program

a. Have a basic understanding of what they do and the space as a whole to better understand the skills they are looking for to make yourself more valuable to these organizations while you are going through the interview process

On your **first day** at Minos Labs, here's what to expect:

1. Confirm you have received and have access to Moodle for your appropriate course (Full-Stack Development)

2. Familiarize yourself with the timings for the first week's lectures, lab sessions, coaching, advisor webinars, teamwork time, and assignment due dates within moodle

a. This schedule will hold relatively steady for the coming 6 weeks

3. Familiarize yourself with the syllabus for the program and the topics to be covered throughout

4. Introduce and become familiar with the the Real World Simulation project

5. Complete first set of survey assignments (Overview of skills and experiences, Post program employment preferences)

6. Attend First set of lecture sessions (6-8pm)

7. Complete first set of feedback trackers then submit questions before 11:59pm

8. Prepare for the following day's lab sessions - actively engage with other members within moodle and ask any questions that may come up.

Day 1 Checklist cont.

Here at Minos Labs we encourage you to take pride in your work and represent both yourself and the organization professionally. Attached below are Minos Labs banners, titles, certificates, and descriptions that you should add to your LinkedIn to begin building your own personal brand as a technology professional within the Minos Labs Network.

1. **Minos Labs LinkedIn Banner: [Download Here](#)**

2. **Update your Job Description**

Organization: Minos Labs (Make sure you follow/connect with the [firm's Linkedin page](#))

Title: Full-Stack Development Associate

Description:
Participating in the Minos Labs Career Acceleration program: a 6-week, industry led cohort that gives associates with a STEM background the ability to advance both their technical and professional skills to that of someone with 2-3 years of practical, applied experience within Full-Stack Development.

Initials:_____

3. **Add in Certifications**

Title during program: Minos Labs Career Acceleration Certificate - Full-Stack Development Candidate

Title post-program: Minos Labs Career Acceleration Certificate - Full-Stack Development

Issuing Organization: Minos Labs

Expiration Date: N/A

Thank you for your efforts, and Welcome to Minos Labs!

MINOS LABS
By: *Himanshu Tandon*

Himanshu Tandon
Head of Operations & Delivery
himanshu@minoslabs.com

Date:____01/09/2021____

ASSOCIATE

By: _____

Print Name:._____

Birthdate (MM/DD/YYYY) _____

Email:_____

Phone Number: _____

Address: _____

Date:_____

MINOS LABS, LLC
Non-Disclosure Agreement

This Non-Disclosure Agreement (this "Agreement") is made as of this date: _____, (**DATE**) (the "Effective Date"), between Minos Labs, LLC ("the Disclosing Party"), a Limited Liability Company, with its Registered principal address at 54 Pear Tree Lane, Franklin Park, NJ 08823, and receiving party **[_____]** (the "Receiving Party"- **PRINT NAME**), and entity of this individual's company if there is an affiliated firm **[_____N/A_____]** The Disclosing Party and Receiving Party sometimes are collectively referred to herein as the "Parties"_{LLC} and individually as a "Party".

Upon the execution of this Agreement, the Parties will commence discussions and an exchange of information for the purpose of potential business collaboration. During the course of this evaluation, the Parties may receive, be exposed to or come into possession of information that is confidential and proprietary to the other party. For purposes of this Agreement, the party receiving Protected Information (as Here In After defined) is referred to as the "Recipient" and the party disclosing Protected Information is referred to as the "Disclosing Party." All of the restrictions and protections which apply to Recipient and Disclosing Party with respect to Protected Information hereunder shall also apply to each such party's representatives, specifically including their directors, officers, partners, employees, controlling persons, agents, advisors, attorneys, accountants, consultants, contractors, bankers and financial advisors ("Representatives").

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Protected Information Defined

"Protected Information" means all information of either party (or information of a Third party which either party has in its possession) including, but not limited to, information relating to such party's business, trade secrets, financial information, marketing information, intellectual property rights, customer lists, operations and software products, computer source code and object code, hardware and software designs and specifications, schematics, engineering details , financial projections, strategic growth plans, any and all information related to investors and venture capital, and reports, flow charts, technology, tax returns, vendor lists, pricing and other product information, business plans and related documents, and any such other information that either party, due to the circumstances of disclosure or the nature of the information, would reasonably consider to be confidential or proprietary. Unless excluded in writing by Disclosing Party, both Parties shall assume that any and all information disclosed is Protected Information, whether in oral form, machine readable form, written, communicated orally or in some other tangible or intangible form, and whether designated as confidential or unmarked. All Confidential Information shall remain the property of the Disclosing Party. This Agreement shall not require

the Disclosing Party to disclose any of its Confidential Information. Moreover, the Disclosing Party does not wish to receive any Confidential Information from the Receiving Party, and the Disclosing Party assumes and will have no obligation of any kind with respect to any information disclosed by the Receiving Party.

2. Exclusions

Without invalidating Section 1, Protected Information excludes **(i)** any information that is or becomes part of the public domain (or public knowledge) through no act or failure to act on the part of Receiving Party, **(ii)** any information that is provided to Receiving Party by a third party, other than Disclosing Party, on a nonconfidential basis, **(iii)** any information that was rightfully in Receiving Party's possession before receipt from the Disclosing Party, except for any information that has been independently developed by Recipient for the disclosing party, before or after execution of this Agreement, and **(iv)** any information that was rightfully in Receiving Party's possession before receipt from the Disclosing Party. If disclosure of the Protected Information is required by any court order or similar order or other legal action to which the Receiving Party must comply, Receiving Party shall take precautions to protect the confidentiality of the Protected Information to be disclosed and, unless prohibited by applicable law, promptly notify the Disclosing Party in time to allow Disclosing Party to object to the disclosure and to take additional confidentiality precautions with respect to the Protected information. In the event that the Disclosing Party is unable to or does not seek a protective order, the Receiving Party shall furnish only that portion of the Protected Information which is legally required to produce.

3. Obligations.

(a)   Receiving Party shall protect the Disclosing Party's Protected Information by using the same degree of care as Receiving Party uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Protected Information. Receiving Party shall not use or disclose Protected Information of Disclosing Party except in further of the business relationship between the Parties hereto.

(b)   All Protected Information shall remain the sole property of the Disclosing Party. Upon termination of this Agreement or upon request by Disclosing Party, Receiving Party shall promptly return to Disclosing Party, or destroy at Disclosing Party's request only, all materials in Receiving Party's possession or control that contain any Protected Information. Any copies of such items or material shall also be returned or destroyed.

(c)   Nothing contained in this Agreement shall be construed as granting or conferring any right, title, or interest, in any Protected Information, patent, trademark, copyright, trade secret or other proprietary or intellectual property right that is now or subsequently owned by Disclosing Party. Receiving Party shall not reverse engineer, decompile or disassemble any software disclosed by Disclosing Party. Receiving Party shall not alter, modify or prepare derivative works from the Protected Information except in connection with the business relationship among the Parties for the benefit of the Disclosing party, and all such derivative works shall be destroyed at the request of Disclosing Party only.

(d)   Receiving Party shall not utilize any knowledge gained or access to Disclosing Party's Proprietary Information to develop products or solutions that are competitive to those of Disclosing Party; nor use or disclose any Confidential Information in contravention of any duty

existing under law or contract or to use or disclose any Confidential Information knowingly to the detriment of the Disclosing Party; nor decompile, disassemble, or reverse engineer all or any part of the Confidential Information;

(e)   Receiving Party shall be liable for any breaches of this Agreement by any person or party to whom it discloses Confidential Information received from the Disclosing Party; and if Receiving Party discovers that any Confidential Information has been used, disseminated or published in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take any and all necessary steps to prevent any further breach of this Agreement.

4. Term, Confidentiality Period and Termination. This Agreement shall become effective on the Effective Date and, unless superseded by a subsequent written agreement, shall remain in effect indefinitely, or until such information is no longer deemed confidential by falling under an exclusion under paragraph 2 above. The Recipient's duty to protect the Protected Information shall remain in effect for so long as the Protected Information remains confidential to the Disclosing Party, regardless of whether the Parties continue their business relationship or ultimately pursue separate interests.

5. Remedies for Breach; Attorneys' Fees. The Parties acknowledge and agree that release of Protected Information in violation of this Agreement may cause irreparable harm, which may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation or threatened violation of the terms of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to damages and any other remedy available at law or in equity. If any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, at trial and on appeal, reasonable attorneys' fees, costs and disbursements in addition to any other relief that may be granted.

6. No License. All Confidential Information will remain the exclusive property of the Disclosing Party. The Receiving Party acknowledges and agrees that no right or license is granted to the Receiving Party in relation to any part of the Disclosing Party's Confidential Information. This Agreement does not grant any intellectual property rights or licenses (express or implied), including without limitation rights to patents, patent applications, trademarks, copyright, or trade secrets to the Receiving Party. The Receiving Party shall not remove, overprint, alter, obscure or deface any element or notice of copyright or trademark, logo, legend or other notice of ownership from any of the Disclosing Party's Confidential Information.

7. Export Laws. The Parties acknowledge that applicable United States law restricts or prohibits the provision or export of certain goods, technical data and information outside of the United States or to persons or entities who are not United States persons and each Party shall comply with any such applicable U.S. export laws.

8. **No Obligation; No Agency or Partnership.** The Parties agree that neither the holding of discussions between the Parties nor the Disclosing Party's disclosure of Confidential Information hereunder shall be construed as an obligation to enter into any other business arrangement or agreement with the other Party, and no such obligation shall exist until such time that a separate, written agreement has been executed by authorized representatives of both Parties. This Agreement does not create any agency, partnership or joint venture relationship between the Parties. The Receiving Party shall not incur any debts or make any commitments for the

Disclosing Party under this Agreement. Nothing in this Agreement prohibits the Disclosing Party from providing the same or similar information to third parties and/or entering into agreements with third parties, or from developing, making and marketing products or services which may be similar to or competitive with the Receiving Party's products or services.

9. General. The terms of this Agreement shall be binding on the Parties, their affiliates and any party controlling, controlled by or under common control with, the Parties, the successors, licensees, agents, employees and associated individuals of the Parties. All modifications to this Agreement must be in writing, signed by authorized representatives of the Parties. Each provision of this Agreement shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, exclusive of choice-of-law principles. The waiver by a party of a breach of any provision of this Agreement by the party will not operate or be interpreted as a waiver of any other or subsequent breach. All waivers must be in writing and signed by the waiving party. This Agreement is the entire agreement between the Parties regarding the Protected Information and supersedes all prior agreements, both oral and written, pertaining to the subject matter hereof. This Agreement may be executed by facsimile and in counterpart copies.

10 Severability. If any provision of this Agreement is held invalid under any applicable law, such provision shall be limited or eliminated to the minimum extent necessary, and all other provisions of this Agreement shall remain in full force and effect.

11 Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of thisAgreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

12. Entire Agreement: **Modifications.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written or oral. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties.

INTENTIONALLY LEFT BLANK

The Parties have executed this Agreement as of the date first written above.

DISCLOSING PARTY

MINOS LABS, LLC

By: _Himanshu Tandon_

Himanshu Tandon
Head of Operations & Delivery
himanshu@minoslabs.com

Date: 01/09/2021

RECEIVING PARTY

By: _____

Print Name: _____

Birthdate (MM/DD/YYYY): _____

Email:_____

Phone Number: _____

Address: _____

Date:_____