

CONSULTING AGREEMENT

This Consulting Agreement (hereinafter referred to as this "**Agreement**") is being executed at Bengaluru on this **21-July-2020**.

This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations, arrangements or communications with respect to the subject matter hereof.

By and Between:

Vedantu Innovations Private Limited, a Company registered under the Companies Act, 1956, having its registered office at No. 1081, 2nd, 3rd & 4th Floor, 14th Main, Sector-3, HSR Layout, Bangalore – 560102, Karnataka, India, (hereinafter referred to as "**Company or Vedantu**", which term shall, unless it be repugnant to the context of meaning thereof, be deemed to include its representatives, successors and assigns") represented by its authorized signatory Mr. Vamsi Krishna, of the First Part

And

Algote Dharma Teja, residing at "**1-125/4/B/6/1 thirumala colony kotha armoor, armoor.**" having PAN No.: **AYNPT4013D** (hereinafter referred to as the "**Consultant**", which term shall, unless it be repugnant to the context of meaning thereof, be deemed to include his heirs, executors, administrators and permitted assigns). Of the Second Part

Vedantu and the Consultant are hereinafter collectively referred to as the "Parties" and individually as the "Party/Parties".

WHEREAS:

The Company is desirous of growth in its revenue in the Teaching and E-Learning segment and for the purpose of the same the Company has approached the Consultant for its expertise.

The Consultant offers expertise, inter alia in the field of Growth Consulting and will provide Consultancy services to the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OF THE MUTUAL PROMISES SET FORTH HEREIN, VEDANTU AND THE CONSULTANT HEREBY AGREES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

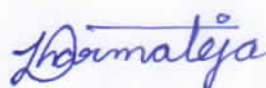
1.1 "**Affiliate**" means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or under common control of such Party.

1.2 "**Competitor**" means and includes all such Persons whether domestic or foreign, which carry on which are likely to carry on business similar to the Business as defined hereinabove.

1.3 "**Agreement**" shall mean this agreement and shall include all Annexures annexed hereto and any amendments made thereto in writing by mutual consent of the parties from time to time.

1.4 "**Business Day**" shall mean a day on which Vedantu is open for business.

1.5 "**Confidential Information**" shall mean any material, document, applications, idea, data, details, software, systems, papers, statements business/customer information or other information and trade secrets, research and development, processes, tangible information relating to either Party, its



Affiliates, products and services or their respective business affairs etc., which is not in the public domain and is disclosed by a Party or its Affiliate or representatives to the other Party or accessed by a Party for the purpose of this Agreement. Confidential Information will be transmitted in writing and clearly marked "Confidential," "Proprietary," or similarly, or if disclosed orally will be reduced to writing by the disclosing Party, clearly marked "Confidential," "Proprietary," or similarly, and transmitted to the receiving Party within three (3) days after oral disclosure in order to qualify as Confidential Information.

1.6 " **Intellectual Property**" Includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models methods, procedures, processes, system, principles, algorithms, work of authorship, flowchart, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer program codes, databases, software programs, data, instruction manuals , documents, records, notes, user guides; in either printed or machine readable form, whether or not copyrightable or patentable, or any written or verbal instructions or comments

1.7 " **Intellectual Property rights or IPRs**" include (i) all rights, title and interest under any statute or under common law including patent right; copyright including moral rights; and any similar rights in respect of any intellectual property, anywhere in the world whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof, (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

1.8 " **Fee**" shall mean the fee payable by Vedantu to the Consultant towards the Services offered under this Agreement, more specifically mentioned under the Scope of Work/s(**Annexure-A**)

1.9 " **Services**" shall broadly refer to the services already agreed to by Consultant and detailed under Annexure A or to be agreed to in future from time to time or any other service/s to be provided by Consultant to Vedantu as are to be detailed and mutually agreed in this Agreement on the Scope of Work/s from time to time, and in accordance with the terms of this Agreement.

1.10 " **Performance Milestones**": The Consultant shall be given Performance Milestones to be achieved during the Term of this Agreement. At the sole discretion of Vedantu such Performance Milestones may be decided time to time.

1.11 Unless the context otherwise requires, (i) reference to the singular includes a reference to the plural and vice versa; (ii) the headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provisions of this Agreement;(iii) References to any enactment are to be construed as referring also to any amendment or re-enactment thereof (whether before or after the date of this Agreement) and to any rules, regulations or orders made under it.

2. **ENGAGEMENT AND SCOPE OF SERVICE**

Vedantu hereby agrees to engage the Consultant and the Consultant agrees and undertakes to perform the Services subject to such modifications as Vedantu may require from time to time and stipulate in writing, together with all other obligations, representations, warranties, functions and duties as more particularly described in this Agreement and hereinafter collectively referred to as " **Consultant's Obligations**" during the term of this Agreement in accordance with the provisions of this Agreement

and more particularly described in more detail in a Scope of Work's ("Annexure A") to this Agreement. Each such Scope of Work(s) shall be incorporated hereto and made a part hereof. In the event of a conflict between any term of the Agreement and a Scope of Work, the terms of the Scope of Work shall prevail but only for that particular Scope of Work. Changes within the scope of Services set forth in a Scope of Work decided by Vedantu shall be made only in writing and executed by authorized representatives of both parties.

3. **TERM**

The term of this Agreement shall commence from **21-July-2020** and shall automatically expires on **20-January-2021** unless, terminated earlier by either party as per the provisions clause 9 of the Agreement (the "Term") the Parties may, if so desired mutually and in writing agree to extend the Term of this Agreement upon same terms and conditions hereof.

4. **PAYMENT TERMS**

The Consultant shall be remunerated for the Services provided as described under **Annexure-A**, the Consultant agrees to raise invoice on the end of the month, same shall be honored by Vedantu within 7 days of its receipt.

5. **DUTIES AND RESPONSIBILITIES**

5.1 The Consultant hereby agrees to undertake to work as a "**Senior Academic Counselor Consultant**" as may be required by Vedantu ("Services"). The Consultant shall not sub-contract or assign the services, unless otherwise agreed by Vedantu in writing.

5.2 The Services shall be performed consistent with the standards as may be expected required or specified by Vedantu from time to time.

5.3 The consultant will work for **6 days a week with one weekly off** as part of this assignment.

5.4 While for administrative convenience, Vedantu may allow the Consultant to have a visit card (having company name and address) or provide Vedantu's email id, it is hereby clarified that such facilities shall not constitute a ground to claim that the Consultant is / has been the employee of Vedantu. Notwithstanding anything to the contrary, the Consultant shall not represent himself to any person that he is an employee or agent of Vedantu, nor shall Consultant enter into any contract, agreement or an arrangement with any person that binds Vedantu or creates any liability or obligation upon Vedantu . The Consultant fully indemnifies for any breach of non-compliance of this clause.


5.5 The Consultant agrees to, during the term of this Agreement, Consultant will engage in no business or other activities, which are or may be, directly or indirectly, competitive with the business activities of Vedantu without obtaining the prior written consent of Vedantu.

5.6 The Consultant shall devote such time, attention and energy to the business and affairs of Vedantu as requested by Vedantu, and in any event no less than the amount of time specified in Exhibit A hereto.

6. **CONFIDENTIAL INFORMATION**

The Consultant is simultaneously executing a Confidential Information for Consultants in the form of **Annexure B** (the "Non Disclosure Agreement"). The obligations under the Confidential Information Agreement shall survive termination of this Agreement for any reason.

7. **INTELLECTUAL PROPERTY**



Notwithstanding anything stated anywhere in this agreement it is clarified that all Intellectual Property of Vedantu shall be exclusive property of Vedantu and Vedantu shall remain the absolute owner of the same and all rights thereto shall continue to vest with Vedantu only. The Consultant shall not be permitted to use any of the intellectual properties of Vedantu for any purposes without the prior written consent of Vedantu

8. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants, (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement. (v) Consultant hereto agrees that it shall comply with all applicable policies of the Vedantu and laws, ordinances, codes and regulations. If at any time during the term of this Agreement, Consultant is informed or information comes to its attention that it is or may be in violation of any law, ordinance or code (or if it is so determined by any court, tribunal or other authority), that Consultant shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, Consultant shall establish and maintain all proper records required by any law, code of practice or Vedantu's policy applicable to it from time to time.

9. INDEMNIFICATION

9.1 The Consultant hereby indemnifies and agrees to defend and hold harmless Vedantu and its Employees, Directors, Agents, Representatives, and its Clients from and against any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings (including the cost for Attorney's/Arbitrators incurred for defending) and actions of any nature whatsoever made or instituted against Vedantu by reason of –

- a. Any criminal, or fraudulent work, gross negligence, or misfeasance by Consultant, or
- b. Arising from the infringement of a third party's Intellectual Property Rights due to the Services, deliverables documentation, methodology, report, data, information, material in the form used or provided by the Consultant under this Agreement, or
- c. Relating to the services performed by Consultant under this Agreement or the representations and warranties made by Consultant pursuant to clause 8 hereof.

9.2 Consultant's obligations under this clause 6 hereof shall survive the termination of this Agreement.

10. TERMINATION OF AGREEMENT

- a. This Agreement shall automatically expiry at the end of the Term. The Parties may however agree to terminate this Agreement at any date prior to expiry of the Term by issuing prior written notice to other Party as per the provisions of this clause.
- b. Either Party may terminate this Agreement, upon written notice to the other Party. termination would be effective after no less than 15 days from the date of the receipt (by the other Party) of such notice. Alternatively, Vedantu may elect to give the Consultant pro-rata Fees attributable to such notice

period in lieu of notice or pro-rated Fees for the balance period of notice. Notwithstanding anything to the contrary, in the event the Consultant has given a notice to terminate this Agreement, Vedantu has a right (but not an obligation) to require the Consultant to terminate this Agreement on an immediate basis without Vedantu paying the Consultant pro-rata Fees for the balance portion of the notice period.

c. Notwithstanding the aforesaid or anything to the contrary as contained in this Agreement or otherwise, Vedantu may terminate the Agreement with immediate effect without notice and without the payment of Fees in lieu of notice if, in the reasonable opinion of Vedantu, the Consultant is guilty of fraud or any Fake activity, negligence, non-performance of Milestones diligently, misrepresentation, dishonesty, misconduct or a breach of a provision or condition of this Agreement.

d. Any and all of Vedantus's property, Confidential Information and Intellectual Property of Vedantu, acquired by or in the possession of the Consultant under this Agreement, shall be returned to Vedantu immediately upon the expiry of the Term or prior termination of the Agreement.

e. The Company reserves to extend or renew the appointment of the Consultant for such period or period as may be necessary, on any revised terms and conditions (including the revised consultancy fee).

11. MISCELLANEOUS

a. Entire Agreement: This Agreement, contains the entire understanding and Agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

b. Severability: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

c. Non waiver: No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of Vedantu, by an executive officer of Vedantu or other person duly authorized by Vedantu.

d. Remedy for Breach: The parties hereto agree that, in the event of breach or threatened breach of this Agreement, the damage or imminent damage to the value and the goodwill of the Company's business will be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that Vedantu shall be entitled to injunctive relief against Consultant in the event of any breach or threatened breach by Consultant, in addition to any other relief (including damages and the right of Vedantu to stop payments hereunder which is hereby granted) available to Vedantu under this Agreement or under law.

e. Assignment: This Agreement may not be assigned by Consultant without Vedantus's prior written consent. This Agreement may be assigned by Vedantu in connection with a merger or sale of all or substantially all of its assets, and in other instances with the Consultant's consent which consent shall not be unreasonably withheld or delayed.

f. Independent Contractor: The relationship between Consultant and Vedantu is that of independent contractor under a "work for hire" arrangement. All work product developed by Consultant

shall be deemed owned and assigned to Company. This Agreement is not authority for Consultant to act for Vedantu as its agent or make commitments for the Company. Consultant will not be eligible for any employee benefits, nor will Vedantu make deductions from fees to the consultant for taxes, insurance, bonds or the like. Consultant retains the discretion in performing the tasks assigned, within the scope of work specified.

g. Taxes: Consultant agrees to pay all appropriate local, state and federal taxes.

h. Governing Law: This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the India and the Courts of Bengaluru will have the exclusive Jurisdiction.

i. Non Solicitation : : The Consultant undertakes and warrants that, notwithstanding anything to the contrary in this Agreement, while this agreement or any extension thereof or any future arrangement with the other party is in force, and for a period of 1 years after the expiry of the same, it shall not directly or indirectly, solicit, recruit, hire, retain or engage the resources of the other party, including employees, contractors, agents or representatives employed by or acting on behalf of the other party . This obligation shall apply irrespective of the manner of hiring, including, newspaper advertisements, career fairs or other notices for employment opportunities to general public.

j. Survival: All provisions of this agreement which by their nature extend beyond the expiration or termination of this Agreement shall survive the termination or expiration of this Agreement.

k. Force Majeure : Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, act of God, act of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

**For and on behalf of Vedantu Innovations
Private Limited**


For and on behalf of

By:

Name: **Vamsi Krishna**

Title: Director

By:



Name: **Algote Dharma Teja**

Title: Senior Academic Counselor



Annexure – A

(Scope of Services and Fee)

1. The Consultant agrees to provide following description of Services:

- The Consultant shall advise student/parents for their learning needs through structured counseling sessions.
- Fix appointments and conduct home demo sessions on daily basis including follow up sessions.
- The Consultant shall understand customer profile & problems to explain implication of ineffective learning methods.
- Explain the need for Smart Learning and advise student/parent to buy Vedantu Subscription as solution.
- The Consultant shall handle all objections and price negotiation to generate sales revenue.
- The Consultant shall learn/upgrade product knowledge and sales skills to achieve and exceed growing sales target(s)

2. Compensation

During the Term of this Agreement, the Consultant shall be entitled to an all-inclusive consultancy fee of **INR 35833/- (Rupees Thirty Five Thousand Eight Hundred and Thirty Three only) per month ("Fee")**. The Fee shall be subject to be tax deducted at source by Vedantu.

Annexure – B

NON DISCLOSURE AGREEMENT

Algote Dharma Teja, located at **1-125/4/B/6/1 thirumala colony kotha armoor, armoor**. (hereinafter referred as "**Consultant**", (hereinafter referred to as "Consultant", which term shall, unless it be repugnant to the context of meaning thereof, be deemed to include its successors") represented by its Authorized Signatory, of the FIRST Part:

AND

Vedantu Innovations Private Limited, a company registered under the Companies Act, 1956, having its registered office at No. 1081, 2nd, 3rd & 4th Floor, 14th Main, Sector-3, HSR Layout, Bangalore – 560102, Karnataka, India, (hereinafter referred to as "**Vedantu**", which term shall, unless it be repugnant to the context of meaning thereof, be deemed to include its representatives, successors and assigns") represented by its authorized signatory Vamsi Krishna, of the SECOND PART:

Vedantu and the Consultant are hereinafter collectively referred to as the "Parties" and individually as the "Party/Parties". A Party disclosing the Confidential Information as per this agreement to the other Party is referred to as the "Disclosing Party/First Party" and other Party receiving the Confidential Information is referred to as the "Receiving Party/Second Party"

WHEREAS:

Whereas the Second party has joined the First party as a Consultant for its Sales Services.

Whereas the Parties warrant and covenant that any confidential information shared/disclosed by the First party shall be maintained as confidential by the Second party. Hence, to safeguard the interest



and the confidential information disclosed by the First party, the Parties herein are desirous of entering into this Non-Disclosure Agreement.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereby agree to abide by the terms and conditions appearing hereunder:

1. Confidential Information

The Second party shall hold all Confidential Information in strict confidence and shall use the Confidential Information solely for the Purpose described in this Agreement. The Parties expressly acknowledge and agree that title to the Confidential Information, and all copyright, trademark, trade secret and other proprietary rights therein, is and shall remain the sole and exclusive property of the First party, its Affiliates, or their respective clients, and no license or right to the Confidential Information provided herein is granted or implied hereby.

For the purposes of this Agreement, "Confidential Information" shall mean all information and material disclosed by the First party, in connection with the Purpose and including which is identified and labeled in writing as "Confidential" or "Proprietary" or with other similar expressions. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the First party whether or not developed by the First party and not generally, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Second party or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

2. Disclosure of Confidential Information

- a. The Confidential Information shall be kept strictly confidential and shall not be disclosed or conveyed to any third party, except in connection with (i) the Purpose; or (ii) such other purposes as may be approved by the First party from time to time.
- b. Compelled Disclosure: In the event that the Second party is required to disclose any Information pursuant to any applicable law or regulation, or any order of any competent judicial, administrative or regulatory authority, he/she shall take (i) written consent of the First party (ii) take such steps as may reasonably limit disclosure of Information, (iii) exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to Information so disclosed, and (iv) disclose only such Information that it is compelled to disclose.

c. The Second party may disclose such Confidential Information to the outside party(ies) with the prior written consent of the First party to the extent that the Second party deems fit need for completion of the work assigned. In such an event the Second party shall (i) inform each the other party(ies)/or its personnel. receiving the Confidential Information of the confidential nature of the Confidential Information and of this Agreement, (ii) direct them to treat the Confidential Information confidentially (iii) ensure the information shared shall not be disclosed, divulged or use such Confidential Information, except as otherwise provided for herein and (iii) be responsible for a material breach of this Agreement by them.

d. The Second party acknowledges that the any Confidential Information received by it in connection with the Purpose is of a special and unique character and that the Confidential Information and any patent, copyright or other intellectual property rights of whatever nature attaching thereto are and will remain the property of the First party and nothing in this Agreement will be construed as giving the Second party a license in respect of such patent, copyright or other intellectual property rights.

e. The Second party shall not make any copies, reproductions, excerpts or summaries of any Confidential Information. At the request of First party, the Second party shall promptly deliver to the First party all written Confidential Information and any other written material containing or reflecting any Confidential Information. The Second party shall not retain any copies, notes, extracts, compilations, memoranda, analyses, summaries or other reproductions, in whole or in part, of any Confidential Information in any form.

3. Use of Confidential Information

The Second party agrees to use the Confidential Information solely in connection with the current relationship between the parties and not for any purpose other than as authorized by this Agreement. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Second party hereunder. Title to the Confidential Information will remain solely in the First party. All use of Confidential Information by the Second party shall be for the benefit of the First party. The Second party cannot copy or modify any confidential information without the prior written consent of the First party and any modifications and improvements thereof by the Second party shall be the sole property of the First party.

4. Indemnity

The Second party shall indemnify the First party and its Representatives from and against any direct or incidental damages (including reasonable attorneys' fees and costs) directly or indirectly incurred or suffered by the First party as a result of a material breach of this Agreement by the Second party or its Representatives. It is hereby clarified that the Second party is responsible for all of its actions/inactions and will keep the First party fully indemnified against any damages resulting from the actions/inactions of the Second party.

5. Consequences of Breach of Confidentiality

In the event of breach of any of the confidential information, procedures and other clauses aforementioned, the First party shall be at liberty to take necessary steps or prevent Second party from disclosure or using such Confidential Information except as authorized herein. It is also agreed between the parties in the event of any breach by the Second party, the First party can terminate the Second party from employment without any notice.

The Second party hereby acknowledges and agrees that damages would not be an adequate remedy for any breach of the obligations set out in this Agreement and the First party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for breach of any such obligation.

It is understood and agreed that no failure or delay by First party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

6. Warranty

The Second party hereby understands and acknowledges that, unless expressly agreed to in the definitive agreement (if any, executed) and subject to such limitations and restrictions as may be specified therein, the First party does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Second party agrees that the First party shall have no liability whatsoever towards the Second party or its Representatives relating to or resulting from the use of the Confidential Information.

7. Return of Confidential Information

The Second Party shall forthwith return all documents/materials/information etc. of the First party in his/her possession or, as instructed by the First Party, and a written confirmation that the same have been destroyed shall be sent by the Second party to the First Party and the same shall be required to be acknowledged by the Second party. The foregoing confidentiality obligations shall apply to all Confidential Information made available to the other Party, whether after the effective Date or prior to the execution of this Agreement.

8. Term

Notwithstanding anything contained anywhere in this agreement, the Second party's duty to hold in confidence, the Confidential Information that was disclosed during term shall remain in effect indefinitely.

9. Non-compete

It is hereby agreed between the parties that the First party has invested sufficient time and money in training the Second party and therefore in the event of resign/termination of the Second party, the Second party assures to the First party that, he/she will not join any of the competitors of the First party including for a period of one year from the date of resign/termination of employment of the Second party.

10. Entire Agreement and Amendment

This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels, all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied with respect to the subject matter hereof. Any amendment, change or modification to this Agreement must be in writing and signed by the duly authorized representative of the First party

11. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws prevailing and subsisting in India. The Parties agree to submit to the exclusive jurisdiction of the courts in Bangalore. In the event of any dispute arising between the parties with respect to this Agreement, the same shall be referred to the Sole Arbitrator and the arbitration shall be in accordance with Arbitration and Conciliation Act of 1996. The language of arbitration proceeding shall be English. The seat and place of arbitration shall be Bangalore and the decision of the Arbitrator shall be final and binding on both parties herein

13. Waiver and Severability

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of such Party's right to subsequently enforce and compel strict compliance with every provision hereof. If any term or provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. Third Parties

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

**For and on behalf of Vedantu Innovations
Private Limited**

By:

Name: **Vamsi Krishna**

Title: Director

For and on behalf of

By:



Name: **Algote Dharma Teja**

Title: Senior Academic Counselor

