

PRIVATE AND CONFIDENTIAL

December 18, 2014

Harsh Raviranjan, 20/21, Mehta Nivas, 2nd Main, 3rd Cross Avani Shringeri Nagar, Begur Road, Hulimavu, Bangalore – 560 076

Dear Harsh Raviranjan,

This refers to your application and subsequent interview with us. We are pleased to inform you that you have been selected for the post of **Software Engineer** on the following terms & conditions:

The terms and conditions of your appointment are as under:

1. Date of Commencement

Your appointment will be effective from 19th December, 2014. The appointment will continue until terminated in accordance with point 10 mentioned below. This offer, if not accepted, will expire on 18th December, 2014.

2. Position and Scope

Your will be working as **Software Engineer**. You will faithfully and diligently perform all the tasks, duties and obligations and comply with that position. You will report to **Mayank Rungta** or such other officer as may be designated by company in this behalf.

The company may required you to undertake the duties of another position, either in addition to or instead of above duties in order to fulfill the needs of the business, it being understood that you will not be required to perform duties which are not reasonably within your capabilities.



19-December-2014

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Mr. Harsh Raviranjan, who has been working as consultant with thinkIIT (www.thinkiit.in) has been made a permanent employee of Kalpakosh Software Solutions Private Limited effective immediately. A fresh offer letter stating the same has been issued.

Sincerely,

For Kalpakosh Software Solutions Private Limited,

Huyank Rungta. Mayank Rungta

Co-Founder



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made On 1st August 2013, by and between Think IIT, www.thinkiit.in (the "Company"), a corporation, with its principal place of business at Bangalore, Karnataka and Harsh Raviranjan ("Consultant") an individual having a place of business at Bangalore, Karnataka.

Background

The Company is engaged in the development and sale of online educational material and test series for IIT JEE. Consultant has expertise and experience in areas beneficial to the Company and desires to consult with the Company in his area of expertise. Based on Consultant's experience, the Company desires to retain the services of Consultant and Consultant desires to render such services on the terms and conditions set forth below.

IN CONSIDERATION of the foregoing and of the mutual covenants set forth below, the parties, intending to be legally bound, agree as follows:

- 1. Retention as Consultant. The Company hereby retains Consultant, and Consultant hereby agrees to render consulting services to the Company, upon the terms and conditions set forth herein.
- 2. <u>Duties</u>. Consultant covenants and agrees that, as an independent contractors, he will perform all services requested of him by the Company.

Consultant agrees that at the close of business on Friday of each week he will fax a signed weekly status report to **Mayank Rungta**, or to such other representatives as the Company may designate, outlining the following items: list of work items for the week just ended, deliverables and accomplishments for each of the work items, number of hours spent working on each item during the week just ended, and a list of any additional expenses attributable directly to the work being done for the Company, e.g. phone bills for calls made to the Company, with itemized bills detailing the expenses attached.

3. Independent Contractor Status. The parties recognize that Consultant is an independent contractor and not an employee, agent, co-venturer, or representative of the Company and that the Company will not incur any liability as the result of Consultant's actions. Consultant shall at all times disclose that he is an independent contractor of the Company and shall not represent to any third party that he is an employee, agent, co-venturer, or representative of the Company other than as expressly authorized by the Company. The Company shall not withhold any funds from Consultant for tax or other governmental purposes, and Consultant shall be responsible for the payment of same. Consultant shall not be entitled to receive any employment benefits offered to employees of the Company, including but not limited to: workers' compensation coverage; savings or profit sharing plans; stock option, incentive or