

Date:28/06/2022

Dear Kashif Mohammed Delvi,

Sub: Engagement for online training services

We refer to our discussions dated 28/06/2022 on the subject matter and hereby express our interest to obtain training services from you ("**Vendor**") for the course mentioned below. By signing this letter, you confirm this engagement to provide us a trainer, who will be responsible for providing online training services for Brain4ce Education Solutions Private Limited (herein referred to as "**Edureka**") subject to the following:

This engagement shall be governed by terms and conditions of the Training Services Agreement attached as **Exhibit A** and Code of Conduct attached as **Exhibit B**.

The trainer's name and date of engagement is as follows:

Vendor Name:Kashif Mohammed Delvi

Trainer: Kashif Mohammed Delvi

PAN details : AKXPD4601K

Date of Engagement: **28/06/2022**

Please acknowledge your agreement to the terms of this engagement by signing below and email the signed letter to the undersigned at teach@edureka.co

Please note that this letter is merely an expression of interest and does not construe any binding obligation upon Edureka unless specifically accepted by Edureka through its authorized signatory and copy of the same is provided.

Yours Sincerely

For and on behalf of Brain4ce
Education Solutions Pvt Ltd

Name

.....

Designation

Accepted B (Vendor)

Name: Kashif

Designation: Trainer



Registered
Office:

5th Floor IndiQube ETA, No.38/4, Adjacent to Dell EMC2, Dodanekundi, Outer Ring Road,

EXHIBIT A

TRAINING SERVICES AGREEMENT

This Training Services Agreement ("**Agreement**") is entered into at **Bangalore** on **Date:28/06/2022**

BETWEEN

Brain4ce Education Solutions Private Limited, a company incorporated under the Companies Act, 1956, with its registered office at **5th Floor IndiQube ETA, No.38/4, Adjacent to Dell EMC2, Dodanekundi, Outer Ring Road, Bengaluru,560048** (hereinafter referred to as "**Edureka**") which expression shall unless it be repugnant to the context be deemed to include its successors and assigns;

AND

Kashif Mohammed Delvi residing @ #32 SH Layout Kavalbyrasandra RT Nagar Post Bangalore 560032 (Hereinafter referred to as "**Vendor**") which expression shall unless it be repugnant to the context be deemed to include its permissible affiliates, successors and permitted assigns.

Edureka and the Vendor may be referred to herein individually as a "**Party**" and together as the "**Parties**", as the context may require.

WHEREAS:

- (A) Edureka is engaged in the business of providing training through live webinars on a global basis;
- (B) The Vendor is engaged in the business of professional training.
- (C) The Vendor has represented that he has sufficient expertise and experience in providing the Services (as defined below) and based on such representation, Edureka is desirous of engaging the Services of the Vendor.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, EDUREKA AND THE VENDOR HEREBY AGREE AS FOLLOWS:

1. SERVICES

- 1.1 Subject to the terms and conditions of this Agreement, Edureka desires to engage the Vendor to provide the trainer and the training services as detailed in **Schedule 1** ("**Services**").

2. RELATIONSHIP OF THE PARTIES

- 2.1 The Parties agree that the trainer shall not be deemed to be an employee of Edureka under the meaning or application of any local, state or central laws, including provincial or municipal employment standards, health and safety, insurance laws, or old age benefit laws, or social insurance laws, or any worker's compensation or employee health laws, or otherwise. In an event the trainer is adjudicated as an employee of Edureka by virtue of any applicable laws or judgment, the Vendor agrees to assume all such liabilities or obligations with respect to the trainer in the course of performance of this Agreement.

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Type something...



- 2.2 It is expressly agreed and understood that this Agreement is entered on a principal to principal basis and nothing herein creates any joint venture, partnership or other similar relationship. The Vendor shall not have any authority to assume or create any obligation, expressed or implied, on behalf of Edureka or to hire persons as employees of Edureka, and the Vendor shall have no authority to represent Edureka as agent or in any other capacity other than as hereinbefore set forth.

3. PROPRIETARY INFORMATION

- 3.1 The Parties acknowledge that in the course of Vendor's performance of this Agreement, the Vendor and/or the trainer may have access to Proprietary Information (defined below) of Edureka.
- 3.2 Proprietary Information, for the purposes of this Agreement, includes Edureka's proprietary interest in and title to all proprietary and/or confidential information including information relating to Edureka's operations, their employees, contractors, agents, customers, hardware and software, (whether in source or object code, including the unique ideas and techniques embodied or expressed therein), documentation, training and instruction materials, course content, data, drawings, designs, procedures, trade secrets, knowhow, technical, financial, business process, intellectual property, presentations (audio-video and/or electronic mode), quizzes, exercises, case studies, video recording, process or information and Edureka licensors' proprietary interest in and title to their confidential information including, but not limited to, third party software, which Edureka may furnish to the Vendor/trainer pursuant to this Agreement, and all materials prepared by Vendor/trainer based on such items.
- 3.3 During the term of this Agreement and thereafter, the Vendor shall keep such Proprietary Information confidential and shall not, disclose, transfer, copy, reproduce or otherwise make available the Proprietary Information to any third party for any reason or make any use of the Proprietary Information, in any manner that is not authorized by Edureka in writing or under this Agreement.
- 3.4 Vendor agrees that Proprietary Information may only be used by the trainer as reasonably necessary to carry out the purposes of this Agreement and for the sole benefit of Edureka. The Vendor may disclose the Proprietary Information to its key employee or trainers only on 'need to know' basis with prior approval of Edureka. Upon termination/expiry of this Agreement, the Vendor shall return and shall ensure that its key employees or trainers return to Edureka or destroy all documents, papers, and other matter in the Vendor's or its key employees' or trainers' possession or control that contain or relate to such Proprietary Information and provide written certification of such to Edureka.
- 3.5 The Vendor acknowledges that any misuse or disclosure of any Proprietary Information by the Vendor/trainer will give rise to irreparable injury to Edureka or the owner of such information, inadequately compensable in damages. Accordingly, Edureka or such other party may claim indemnity or seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of Edureka and are reasonable in scope and content.

4. INTELLECTUAL PROPERTY

- 4.1 The Parties agree that all materials created or developed by the trainer pursuant to the performance of Services shall be deemed a 'Work Made for Hire' commissioned by Edureka and shall be the sole and absolute property of Edureka. Nothing under this Agreement shall either expressly or impliedly be deemed to grant the trainer and/or Vendor any right, title,

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license, assignment or interest to any part or whole of the intellectual property rights or proprietary information over the materials.

- 4.2 All intellectual property provided to the trainer and/or Vendor under this Agreement, or developed by Edureka, subsequent to the execution of this Agreement, shall remain the sole and absolute property of Edureka and nothing under this Agreement shall deem to provide the trainer or Vendor with any rights of license, assignment or ownership to such intellectual property.
- 4.3 The Vendor agrees that the Vendor shall not and shall ensure that the trainer does not, under any circumstance, claim ownership over any intellectual property actually or deemed to belong to Edureka. The Vendor and the trainer hereby undertake that it shall in no occasion apply for any copyright, trade mark or other intellectual property rights for any aspect of the intellectual property, trade secret and the Proprietary Information provided by Edureka under this Agreement, or developed by Edureka, whether singly or jointly with Edureka or the Vendor/trainer, subsequent to the execution of this Agreement.
- 4.4 The Vendor and its employees, officers and/or trainers of the Vendor shall immediately inform Edureka by giving a written notice to Edureka of any improper or wrongful use, or actual, threatened or suspected infringement of Edureka's intellectual property or any unauthorised use of Edureka's intellectual property that the Vendor or its employees, officers and/or trainers becomes aware of.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 The Vendor has been duly incorporated / set up and organized and are validly existing under the applicable laws of the country of its incorporation.
- 5.2 The Vendor warrants that the Services to be provided hereunder will be performed in a good and workmanlike manner by trainer(s) qualified to perform the same and will be of a quality conforming to standards generally accepted in the industry. Should any errors or omissions arise in the rendering of the Services, or for any breach of this warranty, the Vendor shall, at Edureka's sole option, re-perform the unsatisfactory Services within a time period prescribed by Edureka. The Vendor has all relevant approvals, licenses and permits and shall obtain those required henceforth under this Agreement and comply with all laws, rules and regulations with regard to the Services.
- 5.3 The Vendor has the legal right, power and authority to enter into, deliver and perform this Agreement and all other documents and instruments required to be executed pursuant thereto or in connection therewith, and such documents, when executed, will constitute valid and binding obligations and be enforceable against the Vendor in accordance with their respective terms.
- 5.4 The Vendor has not received any written notice of any action or investigation or other proceedings of any nature whatsoever, by any governmental authority or any other person which would restrain, prohibit or otherwise challenge or impede its performance under the Agreement.
- 5.5 The execution, delivery and the performance by the Vendor of its obligations under the Agreement will not breach or constitute a default under its constitutional documents, or result in a breach of, or constitute a default under, any agreement to which the Vendor is party, or by which they are bound or give any third party a right to terminate or modify, any agreement, license or other instrument; or result in a violation or breach of or default under any applicable laws.

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- 5.6 The Vendor has required qualifications, credentials and expertise, including without limitation, education, training, knowledge, and skill sets, to teach and offer the services.
- 5.7 The Vendor will not post or provide any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory or libelous content or information.
- 5.8 The Vendor will not copy, modify, distribute, reverse engineer, deface, tarnish, mutilate, hack, or interfere with the content of the Company and/or the Services or operations thereof, except as permitted in this Agreement.
- 5.9 The Vendor will not frame or embed the Services in a manner to embed a free coupon version of your course or other similar functionality intended to circumvent the Services.
- 5.10 The Vendor shall not, and the Vendor shall ensure that its employees, officers and trainers shall not share, (i) user ID and password provided by Edureka for accessing its instructor portal, and (ii) the course content or any other instruction material, either prepared by the Vendor / trainer or provided by Edureka, with any third party.

6. INDEMNIFICATION

- 6.1 The Vendor, shall at his own expense, indemnify, defend and hold harmless Edureka and/or its officers, directors, employees, representatives and agents, against any third-party claim, demand, suit, action, or other proceeding brought against Edureka or its directors, officers and/or employees, and all damages, awards, settlements, liabilities, losses, costs and expenses related thereto (including attorneys' fees) to the extent that such claim, suit, action or other proceedings is based on or arises on account of Vendor's / trainer's performance of its obligations under this Agreement, or any breach of the terms and conditions of this Agreement by the Vendor/trainer, or breach of any representation and warranties by the Vendor/trainer, or failure in performance or observance of the role, functions, responsibilities and Services as specified in this Agreement.
- 6.2 In no event shall Edureka be liable for any special, incidental, indirect or consequential damages of any kind in connection with this Agreement, even if Edureka has been informed in advance of the possibility of such damages.

7. TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Effective Date and shall remain in force for an indefinite period of time ("Term") unless earlier terminated in accordance with the Agreement.
- 7.2 Edureka may terminate this Agreement at any time, without assigning any reason, by providing fifteen (15) days advance written notice to the Vendor and, except as otherwise provided under this Agreement; in such an event Edureka shall only be liable to pay the Vendor pro rata fees.
- 7.3 Either Party may terminate this Agreement upon the occurrence of one or more of the following events:
- 7.3.1 The failure of a Party to comply with any material term or condition of this Agreement after the non-defaulting Party has provided the other Party 15 (fifteen) days written notice specifying the nature of such default and the defaulting Party fails to cure such default within such 15 (fifteen) days period, or within a longer period mutually acceptable;

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- 7.3.2 The dissolution or liquidation of the other Party, the insolvency or bankruptcy of the other Party, the institution of any proceeding by the other party under the provisions of any insolvency or bankruptcy law, or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies which are dismissed within sixty (60) days); the appointment of a receiver of any of the assets or property of the other Party, or the issuance of an order for an execution on a material portion of the property of the other Party pursuant to a judgment.
- 7.4 Further to the above, Edureka shall have the right to terminate this Agreement with immediate effect by giving written notice to the Vendor in case:
- 7.4.1 The Vendor or any of its directors, officers, employees, trainer or agents disparage the brand or reputation of Edureka in any manner whatsoever; or
- 7.4.2 Any trainer and/or employee of the Vendor claims to be an employee of Edureka, or
- 7.4.3 The Vendor is, in the opinion of Edureka, incapable of complying with the terms and conditions of this Agreement; or
- 7.4.4 Any trainer and/or other employees of the Vendor resort to any strike or close down or stop the work for performance of the Services.
- 7.5 Consequences of Termination (any manner):
- 7.5.1 All the Proprietary Information under the terms and conditions of this Agreement shall be forthwith returned to or destroyed by the Vendor and a certificate of destruction authenticated by the Vendor shall be submitted to Edureka within five (5) days from the termination of the Agreement;
- 7.5.2 The Vendor shall forthwith cease to use any Proprietary Information, and shall exercise all such endeavours so as to ensure that the Vendor is in no manner related to Edureka;
- 7.5.3 Without prejudice to the foregoing, the termination of the Term of this Agreement, pursuant to any of the provisions contained hereinabove shall not limit or otherwise affect any other remedy (including a claim for damages) which Edureka may have arising out of the event which gave rise to the right of termination; and
- 7.5.4 All obligations of the Parties which by their very nature survive the termination of this Agreement, shall continue to exist and be binding upon the Parties upon expiry or termination of the Agreement, with the same force and to the same extent as they would be during the validity of this Agreement.

8. MISCELLANEOUS

- 8.1 **Governing Law and Dispute Resolution:** This Agreement shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall comprise a sole arbitrator mutually appointed by the Parties. In the event the Parties are unable to mutually agree on or identify the sole arbitrator within 15 (fifteen) days, then the arbitration proceedings shall be conducted by 3 (three) arbitrators, of which one arbitrator shall be appointed by Edureka, the other arbitrator by the Vendor and both such arbitrators appointed shall mutually appoint the third presiding arbitrator. The venue of arbitration shall be [Bangalore]. The arbitration proceedings shall be conducted in English language. Any award made in the arbitration shall be final and binding on the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the competent courts in [Bangalore] in respect of any dispute or differences or claims arising between the Parties.

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- 8.2 **Non-Solicitation:** The Vendor hereby represents and warrants that during the term of this Agreement [and twelve (12) months thereafter]¹, the Vendor shall not directly or indirectly solicit, canvass or entice the employees or customers of Edureka (including the prospective) to join or enter into transactions, as the case may be, with him directly or indirectly or with other entities which are in direct or indirect competition with Edureka.
- 8.3 **Assignment/Sub Contract:** The Vendor shall not be entitled to assign or subcontract his rights and/or obligations under this Agreement to any third party without obtaining the prior written consent of Edureka.
- 8.4 **Entire Agreement:** This Agreement shall constitute the entire Agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein.
- 8.5 **Amendment:** This Agreement may not be amended or modified by the Parties in any manner, except by an instrument in writing signed by each of the Parties.
- 8.6 **Notices:** Any notice or other communication to be given hereunder will be in writing and given by facsimile, post-paid registered or certified mail return receipt requested, or electronic mail (with a copy concurrently mailed as set forth above). The date of receipt shall be deemed the date on which such notice is given. Notice hereunder will be directed to a Party at the address of such Party set forth in this Agreement.
- 8.7 **Waiver:** Either Party may exercise a right, power or remedy at its/his discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.
- 8.8 **Severability:** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 8.9 **Assumption of Responsibility:** The Vendor shall at all times assume all responsibility for the acts and omissions of its trainer, officers and other employees and ensure that the trainer complies with all applicable terms of this Agreement. Prior to providing any services to Edureka at its facilities or off-site, Edureka reserves the right to, among other things, require such trainer to undergo a background check performed by an Edureka designated firm (at Vendor's cost), and sign a notice and acknowledgment, agreeing to be bound by the confidentiality, non-solicitation, non-disclosure and proprietary rights terms of this Agreement in the format provided in **Schedule 2**. Notwithstanding anything contained in the foregoing, the Vendor shall be fully and solely responsible for the supervision and payment of the trainer and for all work performed by the trainer.



SCHEDULE 1

The Vendor **Kashif Mohammed Delvi** agrees to take / agree to depute **Kashif Mohammed Delvi** to take online training for the below courses and can take any other courses based on the skills evaluated by Edureka Technical Team.

Course	Total Cost Per Hour
Full Stack Web Development Internship Program DS&ML	1500 / hour
Doubt Clearance Session	750/hour

1. **Payment Terms:**

Below Payment schedule is valid for training remuneration including and not limited to Batch 1 only and upon Edureka' s satisfaction of the Vendor performance.

The Vendor shall be paid as per below break up:

Fixed Payout: (80% of the Total Cost)

Performance Bonus : (20% of the Total Cost)

● **Performance Bonus Criteria & Eligibility**

- NPS Current Batch should be greater than or equal to 50%.
- Zero Class Cancellation throughout the batch,
- Every single class cancellation will lead to 20% deductions in final pay-out.
- No Late Logins.
- Instructors are strictly advised to use Edureka Content, and no personal content to be shared in the Live sessions
- Instructors are also requested not to ask for feedback ratings in the Live class.
- The payment will be done post completion of the batch with full classes as per the batch commitment.
- In order to ensure the learners & instructors privacy please do not create any personal WhatsApp/ Telegram/ any other communication groups for learners, please inform them to reach out support team all the time.

- **Meeting the above criteria will make you eligible for "Payment Performance bonus"**

***All Payments will be done Exclusive of GST and TDS to be deducted as per Income Tax Law**

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2. Additional Guidelines:

- 2.1 Course schedule has to be strictly followed and there will not be any payout for any of the extra sessions delivered for that particular batch.
- 2.2 All batch specific payments will be done one time post completion of the batch, please note all the invoices of services delivered should be submitted within 45 days from the batch end date else the invoice will be considered as void post 45 days of non submission.
- 2.3 For any additional scope of work apart from the Online Training e.g. Content Review, Webinar Recording, Live Webinar, Preparing Certification projects/cases studies, the commercials will be mutually discussed and agreed over email communication for records.

3. Payment Revision Schedule:

Payment revision will be done after meeting below criteria:

- Payment terms mentioned in "Payment Terms Part" will be applicable for a period of time as may be solely determined by Edureka from time to time.
- Zero Cancellation & Late logins over review period.
- NPS score of 60% and above for minimum of 10 batches

4. Edureka Instructor Payment cycles as follows:

- 4.1 Edureka will endeavor to clear the undisputed amount on 24th of every month.
- 4.2 In Order to receive timely payments, the vendor has to send the invoice by the 12th of every month prior to the payment date.

You can raise an Invoice once your batch is fully completed by sending us the signed and scanned copy at ***instructorpayments@edureka.co***

- 4.3 All payments to be made under this Agreement shall be subject to the deduction of tax at source, wherever applicable, as per the provisions of the Income Tax Act, 1961. Edureka shall deduct tax at a lesser rate or shall not deduct any tax at source based on specific certificates obtained by the Vendor from appropriate taxing authorities and where a copy of the same is produced to Edureka. Edureka shall deposit these taxes deducted at source with the taxing authorities and also issue appropriate certificates of tax deduction to the Vendor

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SCHEDULE 2
NOTICE AND ACKNOWLEDGEMENT FORM

To,
Mr. Kapil Tyagi
Brain4ce Education Solutions Private Limited
5th Floor IndiQube ETA, No.38/4, Adjacent to Dell EMC2, Dodanekundi, Outer Ring Road,
Bengaluru,560048

Training Services Agreement ("**Agreement**") dated 28/06/2022 between **Brain4ce Education Solutions Private Limited ("Edureka")** And **Kashif Mohammed Delvi ("Vendor")**

Notice and Acknowledgement by the Trainer under Clause of the Agreement

I, Kashif Mohammed Delvi in my capacity as a relative of the Vendor **Kashif Mohammed Delvi** deputed as trainer for Edureka, and I understand that my engagement with Edureka shall be governed by the Agreement and other undertaking given herein. [**Vertices Note:** *Client to insert the name and designation of trainer*]

I understand that I am executing this notice and acknowledgment ("**Notice**") as a condition of my being engaged as a trainer to perform certain training services for Edureka, a company duly incorporated under the Companies Act, 1956/Companies Act, 2013, with its registered office at 5th Floor IndiQube ETA, No.38/4, Adjacent to Dell EMC2, Dodanekundi, Outer Ring Road, Bengaluru,560048. For good and valuable consideration, the receipt of which I hereby acknowledge and in conjunction with my rendering services to Edureka, I hereby certify and agree as follows:

1. Confidentiality
 - 1.1 Proprietary Information, as defined in the Agreement, includes Edureka's proprietary interest in and title to all proprietary and/or confidential information including information relating to Edureka's operations, their employees, contractors, agents, customers, hardware and software, (whether in source or object code, including the unique ideas and techniques embodied or expressed therein), documentation, training and instruction materials, course content, data, drawings, designs, procedures, trade secrets, knowhow, technical, financial, business process, intellectual property, presentations (audio-video and/or electronic mode), quizzes, exercises, case studies, video recording, process or information and Edureka licensors' proprietary interest in and title to their confidential information including, but not limited to, third party software, which Edureka may furnish to the Vendor/trainer pursuant to this Agreement, and all materials prepared by Vendor/trainer based on such items.
 - 1.2 I may become aware of Proprietary Information belonging to Edureka/its affiliates/licensors etc. in the course of my engagement. I undertake to receive, protect, preserve and hold all Proprietary Information in trust and confidence, not to disclose or disseminate the same to any person without a need to know and undertake not to use Proprietary Information other than in Edureka's or its affiliates' interests. I undertake that I shall not use, rely upon, or disclose the existence, source, content or substance of Proprietary Information, except:
 - 1.2.1 for the purpose of furthering Edureka's interests in connection with the services I have been engaged to perform for Edureka; or

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- 1.2.2 for any portion of Proprietary Information which is within the public domain through no fault or failure on my part, or is legally disclosed to me by a third party without limitation on disclosure; or
- 1.2.3 if disclosure is required by law, provided that I will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Proprietary Information that is so disclosed; and will provide Edureka notice of such possible disclosure prior to disclosure in order to give Edureka an opportunity to contest such disclosure; or
- 1.2.4 If disclosure is permitted with prior written approval from Edureka.
- 1.3 I will not share (i) user ID and password provided by Edureka for accessing its instructor portal, and (ii) the course content or any other instruction material, either prepared by myself or provided to me by the Vendor and/or by Edureka, with any third party.
- 1.4 All Proprietary Information acquired or provided by me while performing services for Edureka shall remain Edureka's property and shall not be duplicated, reproduced, or preserved, except to the extent necessary for me to perform my services for Edureka, and shall be returned to Edureka upon request or the earlier of the termination of my engagement. If I receive information with uncertain confidentiality, I agree to treat such information as Proprietary Information until I have written verification from management of Edureka that such information is neither confidential nor proprietary. In no event shall I be deemed by this Agreement, or otherwise, to have acquired any right or interest in Proprietary Information. The obligations contained herein shall survive for three (3) years from actual/deemed termination or expiration of my engagement and shall be binding upon my successors, legal representatives and assigns.
2. Assignment of Rights
- 2.1 I acknowledge and agree that all works of authorship, including without limitation, all designs, techniques, devices, discoveries, processes, software, writings, inventions, presentations, improvements or documentation and all related know how, produced, made, conceived or authored by me, solely or jointly with others, in the course of my performing services for Edureka together with any intellectual property rights therein is 'Work Made of Hire' and I hereby assign any and all work product and all intellectual property rights in it, in favour of Edureka.
3. No Employment Relationship
- 3.1 I understand and agree that I am not, and will not be, employed by Edureka. I understand and agree that I will not be eligible to receive any benefits that Edureka offers to its employees. Such benefits include, but are not limited to, statutory benefits, paid vacation, sick leave, medical insurance, bonus, stock purchase and option plans. I further represent and warrant that to the extent that I satisfy the terms of eligibility for any benefit program, I hereby waive and disclaim my right to such benefits.
4. Specific Performance
- 4.1 I acknowledge and agree that a breach of any of the undertaking contained herein will result in irreparable and continuing damage to Edureka for which there may be no adequate remedy at law. Accordingly, I agree that Edureka shall be entitled to injunctive relief and a decree of specific performance, or other equitable relief to prevent the violation of my obligations herein

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in addition to any other right or remedy that may be available (including monetary damages if appropriate).

5. Representations

5.1 I represent that:

- 5.1.1 I have the proper skill, training, and background so as to be able to perform the services in a competent and professional manner and that all work will be performed in accordance with applicable standards;
- 5.1.2 I have the full right, power and authority to be engaged as the trainer;
- 5.1.3 My engagement as a trainer does not and will not violate any agreement to which I am a party or by which I am otherwise bound;
- 5.1.4 when executed and delivered, this Notice will constitute the legal, valid and binding obligation on me, enforceable against me in accordance with its terms.

6. Non-Compete and Non Solicitation

6.1 I acknowledge that in the course of my engagement with Edureka, from time to time I am likely to obtain knowledge of Proprietary Information of Edureka and its affiliates. I acknowledge the breadth of my covenants under this clause, and admit and acknowledge that I have various other technologies and skill sets which, if deployed by me after he ceases to be associated with Edureka, would result in me competing against Edureka.

6.2 I undertake that, without prejudice to any other duty implied by law, I shall not, during the period of my engagement with Edureka

6.2.1 induce or attempt to induce any customer/client of Edureka to cease to be a customer/client, or to restrict or vary the terms of the contract to, Edureka or otherwise interfere with the relationship between such a customer/client and Edureka;

6.2.2 Induce or attempt to induce any director, senior management personnel or any employee of Edureka/its affiliate to leave the employment of Edureka/its affiliate.

6.3 I recognize that the foregoing covenants, the time and other limitations with respect thereto, are reasonable as to duration and subject matter, properly required for the adequate protection of the value and goodwill of Edureka, and agree that such limitations are reasonable with respect to the business activities of Edureka.

6.4 Notwithstanding anything contained herein, I will not share my contact details with the learners / customers / students of Edureka and I will not take or ask the contact details of learners / customers / students of Edureka.

7. I acknowledge that all my activities on Instructor Portal are recorded and monitored for quality and records purposes, and Edureka may use such records for any purpose as Edureka may deem fit.

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EXHIBIT B**CODE OF CONDUCT**

In order to present the classes in a professional and effective manner, Edureka requests that Trainer observe the following guidelines during his teaching assignment:

8. Edureka branded products should always be presented in a positive light.
 9. Arrive promptly and remain in class for the duration of each session. The duration of a class has been predetermined.
 10. Once committed to a batch schedule, the trainer is expected to be available 15 minutes before the class on the agreed upon date and time. Any class reschedule will result in a penalty or claim of indemnity of one full class billing.
 11. Any class reschedule request (if any, in rare circumstances) by the trainer for the class to be held on forthcoming weekend should be made by 'End of Business' Tuesday. Class reschedule will not be accommodated.
 12. The trainer needs to ensure that appropriate infrastructure is in place at his Home Office. This includes:
 - System--Instructor can use-Laptop/Desktop
 - LAN connectivity-- Instructor should use only LAN connectivity while taking the session, WiFi connectivity is not allowed and suggested. Also, please do not share the internet connection during the session hours.
 - Headphone -Instructor should use the headphone and Digital Pen while taking the session and preferred headphone would be **Microsoft LX-3000**.
 - Using Laptop in-built Mic and speaker will not be allowed during the session hours.
 - Instructors should have the Internet Broadband connection with a mandatory minimum of **4 MBPS speed**.
 - Do not use Mobile data, data card or low speed internet connectivity at the time of taking the session.
 - Instructor should have the UPS (650 - 750 VA) connectivity to the system and the internet router
- (UPS which gives a min of 3 hrs backup for the internet router)
- Infrastructure audit will be done once in a **Quarter** on the instructor infrastructure from the Edureka team.
 - To ensure flawless delivery, Edureka and the trainer will have a demo class for each class at least 3 days in advance in the first iteration of the course.
 - Please do not solicit business or conduct personal business with the students at any time.
 - The trainer is expected to deliver 100% of the training content unless otherwise directed by an Edureka representative.



Registered
Office:

5th Floor IndiQube ETA, No.38/4, Adjacent to Dell EMC2, Dodanekundi, Outer Ring Road,

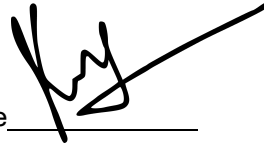
By observing the above guidelines, the trainer's participation in our online training classes will enhance the positive atmosphere that we strive to create and that is important for effective learning. Thank you in advance for your support and cooperation.

For Brain4ce Education Solutions Pvt.Ltd.

Instructor Signature:

Authorized Signatory _____

Name _____



Registered
Office:

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