

10/04/2020

Kshitij Sharma

## Internship Opportunity

Dear **Kshitij**,

We are pleased to offer you an internship opportunity as **Software Developer Intern** from **18-05-2020 to 11-07-2020**. During this period, you are expected to learn and execute tasks and projects given to you with utmost diligence and attention. Your duties and assignments for this position will be described to you once you join the organization.

During the internship program, your stipend will be **Rs 20,000 per month**. You will raise the invoice from 16th - 15th of every month. The payment shall be subject to **10% TDS** as per Income Tax Act, 1961. You may be given a full-time opportunity post completion of your academic responsibilities basis your conduct, discipline and sincerity towards all duties and responsibilities provided during your internship period.

You are requested to report in **Chennai** on **18-05-2020** at 09:00 am. This communication and document supersedes all prior communication relating to your offer, appointment or engagement with Edpulse.

We look forward to have you on board.

Sincerely,



**Atul Pokhriyal**  
**VP Product Development**  
**For Edpulse Education Technology Private Limited**

## CONFIDENTIALITY AND IP RIGHTS AGREEMENT

This letter sets out, in relation to the said Arrangement, the terms which will apply to information and materials communicated between the Company and yourselves during such Arrangement and to the ownership of rights to any intellectual property rights, etc., which may arise out of the said Arrangement.

In this letter:

"Company Information" means any information whatsoever emanating from the Company which is imparted to or acquired by you or which comes to your knowledge, during the course of the said collaboration, including all:

- (i) commercial information including, but without limitation, information relating to the business, financial position, strategies, plans, contracts, transactions and negotiations;
- (ii) technical information including, but without limitation, information relating to any trade secrets, know how, services, specifications, processes and IP Rights, or any developments or improvements to any of them.

and in particular, all such information relating to the Arrangement described above.

The Company Information may be in verbal, documentary, graphic, model, electronic or any form whatsoever; may be disclosed orally, in documentation, on computer disc, by computer data transfer, or otherwise; and may belong to the Company or any other affiliate(s) or group company (ies) of the Company.

"Company Material" means any materials embodying the Company Information, including documents, drawings, designs, photographs, samples, substances, and computer disks programs or files or any other physical form or manifestation of Company Information whatsoever transferred during, resulting from or generated by our dealings with each other.

"IP Rights" means all copyright, design rights (whether registered or unregistered), moral rights, rights in trade names, logos and get up and trade and service marks (whether registered or unregistered) and any other intellectual property rights including the right to apply for and obtain registration of the foregoing as well as the benefit of all such applications and registrations;

### 1. Confidentiality of Company Information

In consideration of such disclosure of Company Information by the Company, you undertake:

- a) to treat the Company Information as strictly confidential at all times;
- b) on our request at any time to deliver to us all Company Material in your possession, custody or control and to delete all computer programs containing the Company Information from all hardware in your possession, custody or power;
- c) to restrict disclosure of Company Information to only those other employees of the Company to whom disclosure is necessary for the purposes of the said Arrangement and who are bound by obligations of confidentiality with respect to the Company Information
- d) not to copy or disclose any Company Information to any third party without written consent of the Company;

**EDPULSE EDUCATION TECHNOLOGY PRIVATE LIMITED**

**Registered Office: No- 14, Ground Floor, Sankey Road, Sadhashiv Nagar, Bangalore- 560080, Karnataka**

**Tel: +91 9740271200 CIN: U74999KA2016PTC093483**

- e) not to use the Company Information other than for the said Arrangement and such other purposes as may be authorized by the Company;
- f) During your employment with the Company, you may have access to information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the business plans, finances and financial projections, strategies, product samples used by them, or by any of them or to any experiments made by them, or any of them, or by any persons in their employ or relating to the prices paid or charged by, or the customers of the Company or its Associated Companies (herein after referred to as "Confidential Information").
- g) You shall not, either during the continuance of this employment except in proper course of your business duties or thereafter for any reason whatsoever, use, disclose, divulge, or communicate to any person or entity outside of your employment with the Company any Confidential Information;

You agree to indemnify the Company against all loss, damages, costs and expenses incurred by the Company as a consequence of any unauthorized use of Company Information by you or any breach of the above undertakings.

The above undertakings do not apply to any Company Information which you can show:

- i) was published or otherwise generally available to the public at the time of disclosure;
- ii) is subsequently published or becomes generally available to the public otherwise than through any act or omission on your part
- iii) Was already in your possession at the date of this Agreement and was not acquired directly or indirectly from the Company.

## 2. Your Information

If you should communicate to us during our Arrangement any information or material, it is agreed that;

- i) Any such communication will be made on a non-confidential basis without giving rise to any obligation on our part and without restriction on our future use and disclosure of such to third parties. Any exception to this term must be expressly agreed to in writing by the Company in advance, and the information and/or materials excluded must be clearly identified in that written agreement;
- ii) should any such information or material belong to another party, or be subject to any IP Rights, whether owned by you or (to your knowledge) by a third party, you will inform us of this at the time of communication.
- iii) you will indemnify the Company against all loss, damages, costs and expenses incurred by the Company, as a consequence of any third party claim for ownership of or for infringement of any IP Right in respect of, any information or material which you communicate to the Company in the course of the Arrangement, and where you have failed to inform us of the existence of such ownership or IP Right in respect of such information or materials in accordance with paragraph 2(ii) above.

## 3. Ownership of IP Rights

In consideration of the remuneration or other benefit which accrues or may accrue to you under this Arrangement, it is agreed that:

- (i) ownership of all IP Rights in respect of any invention, idea, design or other original work which arises as a consequence of, or results from, your activities with the Company, whether embodied in the Materials or not, shall vest solely in the Company;

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- (ii) that the Company shall have the absolute and unrestricted right to register, use, license or otherwise deal with those IP Rights world-wide; and
- (iii) that such IP Rights and ownership thereof are hereby assigned to the Company.
- (iv) such things that may be necessary to perfect title of the Company, or its nominee, in all such IP Rights in India and any country and, at our request and expense, you will provide all reasonable assistance to the Company or its nominee in order to secure and maintain the registration of any such IP Rights.

This agreement shall be governed by and construed in accordance with Indian law and subject to the jurisdiction of the courts at Bangalore only.