



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on **25 August 2020**, by and between:

Whitehat Education Technology Private Limited having its office at WeWork Chromium, 02B - 139, 2nd Floor, JVLR, Andheri East, Mumbai -400072("Company"; which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and assigns), of one part;

AND

Mohd Sageer residing at 537b/25/26d Yash nagar, Faizullaganj Lucknow, Lucknow - 226020, Uttar Pradesh, India ("Employee"); which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns) of the other part.

Company and the Employee may individually be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS, the Parties mutually desire to enter into this Agreement to define and set forth the terms and conditions ("Terms & Conditions") of employment of the Employee by Company;

TERMS & CONDITIONS

1. Employment

Company hereby employs the Employee and the Employee hereby agrees to serve in such capacity, while s/he is employed by the Company. ("**Tenure**")

The Employee hereby agrees that during the Tenure he/she shall devote his/her full business time to the affairs of Company and shall exercise such powers as may be assigned, conferred or vested in him/her by Company. The Employee shall also comply with all policies, procedures, rules and regulations, both written and oral, as are announced by Company from time to time.

The Employee shall be on probation for a period 3 (Three) months from the date of joining. Company reserves the right to further extend the probation period as per its discretion or terminate the Employee's employment, for any reason without notice or cause during the probationary period.

The Employee hereby undertakes and represents that he/she is not a party to any written or oral agreement with any third party that would restrict their ability to enter into this Agreement or to adhere and perform their obligations under this Agreement.

The Employee shall use best efforts to promote and protect the interests of and observe the utmost good faith towards Company.

2. Compensation

As full compensation for all services provided, the Employee shall be paid compensation as specified in Schedule A ("Compensation").

The Compensation shall be reviewed on an annual basis subject to appraisal and performance of the Employee. Such Compensation shall be subject to applicable statutory deductions by Company.

WHITEHAT EDUCATION TECHNOLOGY PRIVATE LIMITED

Registered Office Address: 02B-139,Wing-A, 2nd Floor, WeWork Chromium, Near L&T Flyover, Milind Nagar, JVLR, Mumbai- 400072, Maharashtra, India. email: info@whitehatjr.com CIN: U74999MH2018PTC315690



3. Vacation

Employee shall be entitled to all public holidays observed by Company and to 15 vacation days and 7 casual days of each calendar year during the term of employment, during which time compensation shall be paid in full. Vacation days may not be carried over into the following holiday year. On the termination of employment, Employee shall not be entitled to receive a payment in lieu of any accrued unused holiday entitlement.

4. Role & Responsibilities

As a Manager - Sales , the Employee shall be required to perform the following duties and undertake the responsibilities as enumerated in Schedule B in a professional manner.

The Employee will be provided with a written performance appraisal at least once per year and the said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

5. Termination

During the probation period, either Party may terminate the employment for cause with immediate effect. On confirmation, either Party may terminate this Agreement upon a prior 30 (thirty) days written notice to the other Party. Company may terminate the employment without notice or payment, in lieu of notice for sufficient causes including but not limited to breach of any provisions contained, default or neglect in discharge of duties, underperformance, willful disobedience or committing a crime. Employee undertakes to amicably handover all pending work as instructed and shall co-operate fully for the same in the event of their termination or resignation. On resignation or termination of employment, and at any other time on request, Employee will deliver to Company any documents, information or other media in Employee's possession or control. In the course of employment, Employee may be provided laptops, cell phones and other related assets to use for completing their roles & responsibilities. Employee shall be solely responsible for any sort of damage including but not limited to theft occurring in relation to such assets.

The clauses of this Agreement which by their nature should survive termination shall survive such termination, including, without limitation, clause 6, 7, 10 & 11, 12, 13.

6. Confidentiality

All confidential and proprietary information and data belonging to Company which is non-public ("Confidential Information") be it specifically documented or not; include but are not limited to:

- (a) Creative information, including symbols, photographs, animations, videos, models, techniques, experimental methods, designs, concepts, research, insights and other creations;
- (b) Technical information, including research programs and methods, product development plans, functional and technical specifications, technology, inventions, ideas, concepts, drawings, designs, analysis, research, methods, techniques, processes, computer software, data, databases, flowcharts, patent applications, and other technical know-how and materials;
- (c) Business information, including business plans, business strategies and/or data arising thereof, sales and marketing research, materials and plans, accounting and financial information, projections, performance results, cost data, customer information, personnel records and the like;
- (d) Other valuable information of the Parties designated as confidential expressly or by the circumstances in which it is provided; and
- (e) All proprietary information related to Company.

WHITEHAT EDUCATION TECHNOLOGY PRIVATE LIMITED

Registered Office Address: 02B-139,Wing-A, 2nd Floor, WeWork Chromium, Near L&T Flyover, Milind Nagar, JVLR, Mumbai- 400072, Maharashtra, India. email: info@whitehatjr.com CIN: U74999MH2018PTC315690



During and after the Tenure, the Employee shall not divulge or appropriate to his/her own use or to the use of others, in competition with Company, or to any other person any Confidential Information obtained by the Employee in any manner whatsoever. Upon termination of this Agreement or as otherwise requested by Company, the Employee shall promptly return to Company all items and copies containing or embodying Confidential Information without retaining any copies with himself/herself.

To protect Company against any allegation of infringement by the unauthorized use of third party material, the Employee agrees that he shall not use or copy any information, which is confidential or proprietary to any third party without the prior written authorization.

7. Ownership of Property

All materials created or prepared by the Employee, including but not limited to ideas, inventions, designs, copyrightable works, trademarks and Confidential Information, whether independently or in co-operation with others, during the Tenure and/or in the course of employment with Company and/or before the execution of this Agreement but while in de-facto employment or discussions with the director of the Company, shall be considered works for hire ("Works") and shall be owned solely by Company.

To confirm such ownership of Work, the Employee hereby assigns to Company, the entire right, title and interest that s/he may have to the Work, in India and throughout the world, without representation or warranty for perpetuity. The Employee shall not, in any manner whatsoever, use such Work for personal gains during or after the Tenure. The Employee hereby waives any right to and agrees that he shall not raise any objection or claims to the Indian Copyright Board or any other authority with respect to the ownership of the Works, under the provisions of Section 19A of India's Copyright Act, 1957. It is further agreed between the Parties that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, the assignment under this Agreement shall not lapse nor the rights transferred therein revert to the Employee, even if the Company does not exercise the rights under this Agreement within a period of one (1) year from the date the assignment becomes effective.

Provided that, the Employee may display his/her Work in his/her portfolio with explicit written permission from Company.

The Employee acknowledges that the remuneration paid by the Company to the Employee, is a good, valuable and adequate consideration, to be bound by the terms and conditions of this Agreement including the assignment of Intellectual Property Rights and adhering to the restrictions set out elsewhere in this Agreement.

8. Other Employment

The Employee shall not involve himself/herself in any activities, which might interfere with or adversely affect the proper performance of work of Company nor undertake any other employment (whether temporary, permanent, paid or unpaid) without first obtaining written permission of Company.

9. Non-Assignment

The rights, interests or obligations of the Employee under this Agreement shall not be voluntarily or involuntarily assigned, alienated or encumbered.

10. Non-Compete & Non-Solicitation

The Employee undertakes to refrain from starting, carrying out or joining a business that directly or indirectly competes with the business activity of Company during the Term and for a period of 2(two) years from the date of termination of this Agreement.

WHITEHAT EDUCATION TECHNOLOGY PRIVATE LIMITED

Registered Office Address: 02B-139,Wing-A, 2nd Floor, WeWork Chromium, Near L&T Flyover, Milind Nagar, JVLR, Mumbai- 400072, Maharashtra, India. email: info@whitehatjr.com CIN: U74999MH2018PTC315690



The Employee shall not attempt to solicit the clients, customers, vendors, employees or other persons so connected with Company during or after the Term of this Agreement in any manner whatsoever. The Employee agrees that the obligations set forth in this Agreement and particularly in this Clause 10 are necessary and reasonable and undertakes to adhere to the same.

11. Indemnity

To the fullest extent of the law, Employee shall indemnify, defend and hold harmless the Company, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the Services contemplated by this Agreement.

12. Governing Law & Jurisdiction

This Agreement shall be subject to all the laws, rules, regulations and such other statutory enactment or amendment or modification or any approval of government of India that is in force from time to time.

All disputes, difference and or claims arising out of or relating to or in connection with this Agreement or the breach, termination or validity hereof shall be referred to a sole arbitrator, to be appointed by Company in accordance with the Arbitration and Conciliation Act 1996. The place of arbitration shall be Mumbai, India. The award given by the arbitrator shall be final and binding on all the Parties. The language of the arbitration proceedings and award shall be English.

Subject to above, the Parties hereby consent to and agree to submit to the exclusive jurisdiction of the courts of Mumbai, India.

13. Miscellaneous

(a) [In the event the Employee is granted any stock options in the Company, the terms and conditions of grant and/or exercise of such stock options shall be governed by the policy of the Company under which the stock options have been granted. Further, the Employee hereby agrees to be bound by the restriction and/or obligations (including but not limited to transfer restrictions) as provided in the Articles of the Company with respect to the stock options (or shares issued pursuant to exercise of the stock options) held by the Employee.]

(13.a.1) To apply to only those employees being granted employee stock options in the Company.

(b) This Agreement forms the entire agreement with respect to the subject matter thereof. Any modification, amendment or alteration in respect of this Agreement or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

(c) In the event that any term of this Agreement is found to be void or otherwise unenforceable, such term shall be substituted with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision and the remainder of this Agreement shall remain valid and enforceable as is.

(d) Failure by any Party to enforce any of the terms of this Agreement shall not be construed as a waiver of any of the Party's right hereunder.

(e) Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by any other Party in order to perform its responsibilities.

(f) This Agreement is subject to force majeure.

WHITEHAT EDUCATION TECHNOLOGY PRIVATE LIMITED

Registered Office Address: 02B-139,Wing-A, 2nd Floor, WeWork Chromium, Near L&T Flyover, Milind Nagar, JVLR, Mumbai- 400072, Maharashtra, India. email: info@whitehatjr.com CIN: U74999MH2018PTC315690



(g) Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

By acknowledging this Employment Agreement in HRMS, I hereby declare that all the terms and conditions mentioned in the said letter are accepted and is applicable to me in totality.

For **Whitehat Education Technology Pvt. Ltd.**,

Name: Karan Bajaj

Designation: Director

Date: 26 August 2020

For **Employee**

Name: Mohd Sageer

Date:

WHITEHAT EDUCATION TECHNOLOGY PRIVATE LIMITED

Registered Office Address: 02B-139, Wing-A, 2nd Floor, WeWork Chromium, Near L&T Flyover, Milind Nagar, JVLR, Mumbai- 400072, Maharashtra, India. email: info@whitehatjr.com CIN: U74999MH2018PTC315690

SCHEDULE A
COMPENSATION

- I. **Fixed:** INR 900000 Per Annum
- II. **Variable:** Subject to performance evaluation and to management discretion. #Free Text for Variable#
- III. **Other Bonus/Allowance:** #Other Bonus#
- IV. **Reimbursement:** On the actual incurred basis

Component	ANNUAL	MONTHLY
Basic	360000	30000
HRA	180000	15000
LTA	180000	15000
Provident Fund	21600	1800
City Compensation Allowance	158400	13200
Fixed CTC	900000	75000
Total CTC	900000	

SCHEDULE B
ROLES & RESPONSIBILITIES

- (a) To carry out such duties & responsibilities as are necessary to act as Manager - Sales for the Company and any allied activities thereto.
- (b) Other duties as may arise from time to time and as may be assigned to the Employee.

SCHEDULE C
EMPLOYEE DETAILS

Name: Mohd Sageer
 Date of Joining: 25 August 2020
 Designation: Manager - Sales
 Reporting Manager: Gaurav Yadav
 PAN: LFOPS2950H
 Contact Number: 7982884002
 Current Address: 537b/25/26d Yash nagar, Faizullaganj lucknow, Lucknow - 226020, Uttar Pradesh, India

WHITEHAT EDUCATION TECHNOLOGY PRIVATE LIMITED

Registered Office Address: 02B-139,Wing-A, 2nd Floor, WeWork Chromium, Near L&T Flyover, Milind Nagar, JVLR, Mumbai- 400072, Maharashtra, India. email: info@whitehatjr.com CIN: U74999MH2018PTC315690