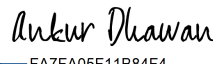
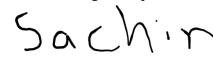


SME WORK ORDER

Effective Date: 05-01-2023

SME INFORMATION			
Name:	SACHIN KUMAR SAXENA	PAN:	BVPPS0169D
Type of entity:	INDIVIDUAL	GST No.:	NA
Permanent Address:	A 13 Shastri Nagar Bareilly, Uttar Pradesh 243122	Phone:	+91890960370
Correspondence Address:	A 13 Shastri Nagar Bareilly, Uttar Pradesh 243122	Email:	sachinsax@gmail.com
		Organization:	NA
		Title:	NA
SERVICES (DELIVERABLES) & PRICING		SPECIAL TERMS	
Services	Price per Unit	1. This Work Order shall be governed by the General Terms of Business attached to this Work Order. 2. Prices mentioned are inclusive of applicable indirect taxes. 3. Your term of engagement for the Services shall commence from the Effective Date and shall expire after a period of 6 (six) months from the last day on which you render any Services to Upgrad ("Term"), unless terminated in writing by Upgrad by providing you with 15 (fifteen) days written notice. 4. You shall raise a valid tax invoice for the Fees payable at the end of every month for the Services successfully completed in the said month. 5. Additional Terms (if any):	
Live Sessions: To be available to conduct scheduled live sessions/webinars organized by Upgrad on a topic as agreed at a place and time mutually decided based on the framework of Upgrad, to the complete satisfaction of Upgrad (each a "Successfully Delivered Live Session"). Additionally, Upgrad may record these Live Sessions and such Footage may be used as part of Upgrad's Programs on Upgrad's various Platforms. For Live Sessions of greater or lesser duration than 1 (one) hour, Upgrad shall make payments on pro-rata basis.	Rs. 4000/- (Rupees Four Thousand Rupees Only) per hour of Successfully Delivered Live Session		
<u>FOR INTERNAL USE ONLY</u> Program name: IU MSCS - Study Abroad Vertical Upgrad SPOC: Haripriya Somasekharan		For upGrad Education Pvt. Ltd. <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> DocuSigned by:  FA7FA05F11B84F4... </div> Authorised Signatory I/We agree and accept the terms of this Work Order: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> DocuSigned by:  9667AA5A406A4BA... </div> SACHIN KUMAR SAXENA	

The Kapol Co-operative Bank Ltd.,
Andheri Branch, Syndicate Chamber
1st Floor, Sahar Road, Andheri (East),
Mumbai-400 089.

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GENERAL TERMS OF BUSINESS

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These General Terms of Business ("General Terms") apply to and form an integral part of the Work Order to which it is attached, are executed between the SME (as mentioned in the Work Order) and upGrad Education Private Limited, with its registered office at Ground Floor, Nishuvi, 75, Dr. Annie Besant Road, Worli, Mumbai – 400018 (hereinafter referred to as "Upgrad" which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, affiliates, subsidiaries and assigns).

Upgrad and the SME are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

1. Definitions

- 1.1. "**Agreement**" shall mean the Work Order, these General Terms of Business and all schedules, annexures and exhibits to the Work Order.
- 1.2. "**Applicable Law**" means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or recognized stock exchange, as may be in force from time to time.
- 1.3. "**Content**" means any information, data, source code, case studies, works of authorship or other materials delivered as text, photographs, or in audio, visual or audiovisual format, including but not limited to power point presentations, excel, lectures and Program materials, assessments and syllabi.
- 1.4. "**Deliverables**" shall mean the deliverables specified in the Work Order and any Content created or reviewed by the SME for the Programs under this Agreement, including, but not limited to case studies, modules, sales cases, projects, demonstrations, curriculum, assessments, scripts, any live sessions, mentoring calls, conducting doubt solving sessions, providing feedback for responses graded, mock interview calls, recordings of live sessions/webinars, transitions, Footage, Video Recordings or any other Services availed, as specified in the Work Order.
- 1.5. "**Footage**" shall mean all video footage or audio recording captured by Upgrad during Live Sessions/webinars, Mentoring Calls, Mock Interview Calls or the provision of any other Services by the SME, including but not limited to capturing SME's name, likeness, image, voice, appearance and/or performance and made part of the recording in which the SME appears.
- 1.6. "**Intellectual Property Rights**" means all rights worldwide in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service marks and trade names), trademark registrations and applications, domain names, branding, logos, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, drawings, prototypes, algorithms, inventions, whether or not patentable, trade secrets, authors rights, moral rights, rights in goodwill, and other proprietary rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof.

- 1.7. "**Live Session**" shall mean any offline session or online session/webinar organized by Upgrad on predetermined topic(s) at such place, date and time mutually decided by Upgrad and the SME, based on Upgrad's framework.
- 1.8. "**Platform**" means the platform developed and owned by Upgrad, access to which may be provided to the SME solely for the provision of Services under this Agreement, or as may be mutually agreed by Upgrad and the SME from time to time.
- 1.9. "**Program**" means any programs being developed, developed or owned by Upgrad (or its educational partners), whether offline or online, and shall include all modules thereof, in such form as may be created, made available on its website - 'www.upgrad.com', or on any other platform whatsoever.
- 1.10. "**Raw Data**" means any data developed independently by the SME prior to the execution of the Agreement and includes without limitation, power point presentations, notes, assignments, assessments, case studies, research papers and studies as evidenced by written records.
- 1.11. "**Services**" shall mean the services to be performed by the SME, as more particularly detailed in the Work Order, including, but not limited to, the submission of the Deliverables.
- 1.12. "**Upgrad Subject Matter Expert / Subject Matter Expert/ SME**" means the subject matter expert as specified in the Work Order. In the case of non-individual SME, the SME shall specify the individual/s or employees designated to carry out the Services.
- 1.13. "**Upgrad Proprietary Content**" means the Program(s), Deliverables, Content and all components thereof and any pre-existing Content developed by Upgrad and shall include all Intellectual Property Rights thereto.
- 1.14. "**Video Recording**" means the final, edited video recording of the SME.

2. Taxes and Reimbursements

- 2.1. If any Party is entitled to any fees as expressly agreed and provided for under the Work Order ("**Fees**"), such Party should raise a valid tax invoice under

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Applicable Law, and regulations within the prescribed time limit in order to receive such Fees. All undisputed invoices shall be payable by Upgrad within 30 days from receipt of the invoice. In case of any dispute(s) relating to the invoice, payments against such invoices shall be made within 30 (thirty) days from the date such dispute(s) is resolved. Unless otherwise specified in the Work Order, the Fees payable under the Work Order will be inclusive of applicable indirect taxes ("Taxes") that such Party is legally obligated to pay under Applicable Law. Any payment of Fees shall be less all taxes required to be deducted at source under Applicable Law.

- 2.2. As and when the payment is due or within forty-five (45) days of acceptance of Services, the SME shall raise a valid tax invoice for the Fees payable. Upgrad shall not be liable to make payment for any invoice submitted beyond the timelines mentioned above.
- 2.3. In the event the payment is made to any third party other than the SME upon the instructions of the SME, the SME confirms that the Fees paid to such third party shall be full and sufficient consideration for the Services rendered by the SME and Upgrad shall not have any obligation towards the SME to that extent.
- 2.4. In the case of one-time Services, if only a part of the Services is availed of or completed, Upgrad shall not be liable to make any payments. Upgrad may however choose to make a part payment on a pro-rata basis at its sole discretion.
- 2.5. In case of ongoing Services, Upgrad shall only pay for the Services successfully completed to the complete satisfaction of Upgrad.
- 2.6. SME shall be entitled to reimbursement of expenses incurred in the course of performing the Services, hereunder for which prior approval of Upgrad has been obtained. Any travel / stay required specifically for any interactions, discussions, recordings etc. as a part of providing the Services during the subsistence of this Agreement shall be provided separately by Upgrad. Reimbursements shall be subject to submission of original receipts, within 15 days of incurring such pre-approved expense, failing which, Upgrad shall not be required to reimburse the expenses.
- 2.7. SME shall ensure compliance with all applicable tax or fiscal laws and rules and regulations including, without limitation, issuing invoice with all necessary details as mandated by the relevant statute in force, payment of taxes and filing related compliances. Under G.S.T., if applicable, the SME shall ensure that all the invoices specify all the details relevant under G.S.T. including the relevant details of Upgrad and its GSTIN.
- 2.8. In the case of ongoing work, as set out in the Work Order, an invoice shall be raised on a monthly basis, for the Services successfully completed and accepted to Upgrad's satisfaction. Upgrad may, at its discretion, change the payment cycle, which may be communicated to the SME through email.
- 2.9. In the case of one-time work, as set out in the Work Order, a single invoice shall be raised upon the

completion of all the Services to Upgrad's satisfaction and the acceptance of the Deliverables (or milestones) by Upgrad.

- 2.10. SME shall submit original physical copies of the invoices within 15 (fifteen) days from completion of the Services to Upgrad's satisfaction or Upgrad's acceptance of the milestone/Deliverable as the case may be, to the person authorized by Upgrad and shall get a proper acknowledgment for such submission of invoices, failing which Upgrad shall not be liable to pay the SME any cess or taxes. If any tax or cess has already been paid by Upgrad to the SME, the same shall be repaid to Upgrad with the interest and penalty. Any litigation costs incurred by Upgrad in this regard too shall be borne by the SME.
- 2.11. In an event Upgrad is unable to claim credits for the applicable taxes mentioned above, arising due to such a delay or deficiency by the SME, the SME agrees to indemnify and pay Upgrad for any loss, claim or liability of tax including but not limited to any G.S.T., interest, penalty, and/or any cost of litigation. In the event the SME does not pay or contributes with its delay and/or deficiency and/or default, then Upgrad, at its sole discretion, shall have the right to deduct the aforesaid amount from the next immediate instalment due and payable to the SME.
- 2.12. The SME shall further ensure compliance with all applicable rules and regulations relating to G.S.T. (if applicable) including, without limitation, registration requirements with all necessary details as mandated by the relevant statute in force, payment of taxes and filing related compliances.
- 2.13. Any over budget due to SME's inability to claim GST credits available under GST Act, if applicable, will not be borne by Upgrad, and will have to be paid by the SME at its sole cost, without any recourse to Upgrad.
- 2.14. Notwithstanding anything contained in this Agreement, Upgrad shall (without prejudice to any of its rights and remedies) be entitled to withhold and/or set off the amount payable to the SME under any invoice in case of any of the following causes:
 - (a) Any claim from a third party (including but not limited to SME's personnel/contractors) arising out of any of the SME's obligations and/or any act or omission on the part of the SME; or
 - (b) Any breach of this Agreement by the SME.

3. Data Protection

- 3.1. In the event that the Services and/or Deliverables involve the collection of individual's names and/or other personal data for the purpose of controlling or processing such data, the SME shall obtain the necessary consent from the relevant individuals or ensure that it otherwise has the right under the relevant applicable data protection laws

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and regulations to receive such data.

- 3.2. With respect to any personal data provided by Upgrad or otherwise received by the SME for processing under this Agreement, the SME shall: (a) process such data only for the purposes of providing the Services; (b) take such technical and organisational security measures against unauthorised and unlawful processing of, accidental loss of, destruction of or damage to personal data as may be required, having regard to the state of technological development and the cost of any measures, to ensure the highest level of security appropriate to the harm that might result from such processing, loss, destruction or damage and the nature of the data to be protected; (c) answer Upgrad's reasonable enquires to enable Upgrad to monitor the SME's compliance with this Clause; and (d) provide such reports or permit Upgrad to audit the SME, in order to confirm that such measure are in place. The SME undertakes to comply with the relevant applicable data protection laws and regulations and keep personal data secure and only use such data in accordance with such applicable data protection laws and regulations.

4. Upgrad Contribution

- 4.1. The Parties agree that Upgrad has undertaken comprehensive market research and engaged several experts (including the SME) to advise on the subject matter of the Program, the relevance of the Program and such other issues relating to the Program.
- 4.2. SME agrees and acknowledges that Upgrad will be providing significant know-how and will expend significant time, efforts and capital towards the creation and development of the Program.
- 4.3. SME agrees and acknowledges that Upgrad's contribution to the development of the Program is significant, and the Program would never have been developed in its current form without Upgrad's contributions. Upgrad's contributions to the development of the Program cannot be severed from, and are not distinguishable from the Program. Upgrad shall also incur significant cost and expense to engage various service providers to contribute towards the creation and development of the Program(s).

5. Ownership of Content, Rights of Use & Confidentiality

- 5.1. Upgrad shall own and retain in perpetuity all the Intellectual Property Rights to the Upgrad Proprietary Content owing to Upgrad's contribution in the creation and development of such Upgrad Proprietary Content, except insofar as any portion of such Content constitutes third-party materials or is a derivative work of third-party Content, in which case, such portion shall be owned by the applicable third party or its licensors.
- 5.2. SME shall own and retain all the Intellectual Property Rights, title and ownership in relation to the Raw Data and shall provide Upgrad an irrevocable, royalty free, non-exclusive license to use, reproduce and distribute the Raw Data as required for the purposes of this Agreement. SME hereby grants a right to Upgrad to share Raw Data with its users/ students, when required to do so.

- 5.3. In consideration of the covenants in this Agreement, SME assigns any rights it has in the Deliverables (created under this Agreement by itself or any person designated by it for this purpose) to Upgrad and shall carry out all acts and execute all documents to ensure the same. Upgrad shall own and retain in perpetuity all the Intellectual Property Rights to the Deliverables.

- 5.4. Upgrad shall exclusively have all rights to use, reproduce, perform, publish, display, distribute, modify, re-format or use in any other manner the Deliverables and create and exploit derivative works of such Deliverables.

- 5.5. SME will not disclose, use, copy, reproduce, perform, publish, display, distribute, modify, re-format or use in any other manner the Upgrad Proprietary Content or Deliverables during the Term or any time thereafter in perpetuity.

- 5.6. Upgrad shall give SME (or its designated persons) credit for contributing to the Program and for that purpose SME gives Upgrad permission to use the SME's (or its designated persons) name, voice, photo or video on the Upgrad educational platform or website or on any marketing material in perpetuity.

- 5.7. The SME shall obtain from its organization(s), permission to use the SME's association with the organization, and its past organisations via its name/logo on the Platform, Upgrad's website and in all marketing material in perpetuity.

- 5.8. SME agrees to maintain confidentiality with regards to the terms of this engagement, the Services as may be delivered by SME and any information that may be received or gathered by SME whether oral, written or in digital format, during the course of its association with Upgrad, provided, however, that the SME may be permitted to disclose the terms of this Agreement to the limited extent it is required to do so to receive internal approvals from its organization and with its professional advisors for taxation or legal purposes.

- 5.9. SME acknowledges that any violation of this clause will cause irreparable harm and injury to Upgrad and Upgrad shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction restraining SME from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

- 5.10. In the event the SME has access to the Platform, SME agrees not to use any device, software that interferes or attempt to interfere with the proper working of the Platform or with any activity being conducted on the Platform. SME further agrees, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate

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or search the Platform other than the search engine and search agents available on the Platform and other than generally available third-party web browsers (e.g., Google Chrome or Microsoft Explorer). In such case, the terms and conditions of the Platform shall be applicable to the SME and the SME shall abide by the same.

6. Terms of Service

6.1. SME hereby confirms that any Service provided, or obligation discharged to Upgrad in terms of the Agreement, shall:

- (a) be in accordance with applicable laws;
- (b) shall not infringe upon or misappropriate Intellectual Property Rights of any third party. To the extent any Content created by the SME for a Program is not original work, SME shall make appropriate disclosures to Upgrad and appropriately reference the source of any such Content.

6.2. SME shall indemnify, defend and hold harmless Upgrad and its respective affiliates, officers, directors, employees, agents, successors, assigns and representatives, from and against any costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals), arising out of or in connection with any (including third party) claim, action or proceeding which in any way may result and/or results from or arises out of or in connection with any breach of SME's representations or obligations under this Agreement and any other reasons in connection therewith.

6.3. SME hereby agrees and confirms that all the views and opinions expressed by the SME during Services, are SME's personal views and opinions and Upgrad shall not be responsible for the same in any event whatsoever. During the Services, if SME is required to disclose any confidential data/information of its own, then the same shall be disclosed at SME's sole discretion.

7. Validity of the Agreement

SME represents and warrants to Upgrad that:

a) In case of an:

- i. **Individual:** SME is a natural person having a valid identity, is solvent, and the information and/or documents provided by the SME to Upgrad are true, valid and correct and no other written or oral obligations or commitment of any kind or nature would in any way interfere with performance of his/her obligations under this Agreement.
- ii. **Entity other than an individual:** It validly exists under the laws of its country, is solvent, and has all necessary approvals, permits, licenses and registrations, if any, required for it to carry out its general business operations and fulfil its obligations under this Agreement.

- b) it has full legal right, power and authority to enter into the Agreement and perform all of the obligations, terms and conditions thereunder;
- c) It has the requisite knowledge, experience, expertise and know-how to carry out its obligations under this Agreement;
- d) It has not, and shall not plagiarize any Content, or any part thereof created for Upgrad under this, or any other Work Order;
- e) This Agreement creates a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- f) neither the execution nor delivery of the Agreement, nor the fulfillment nor compliance with the terms and provisions thereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of any agreement, restrictions, instrument, order, judgment, decree, statute, law, rule or regulation to which SME is subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental or private body (including any employer).

8. Term and Termination

8.1. **Term:** This Agreement shall commence from the Effective Date and shall expire after a period of 6 (six) months from the last day on which the SME renders any Services to Upgrad, or on the End Date specified in the Work Order ("Term") unless terminated by either Party in accordance with the termination clause below.

8.2. **Termination:** SME and/or Upgrad shall be entitled to terminate the Agreement at any time by providing the other Party with prior notice of 15 (fifteen) days. Upon termination, all sums advanced shall be immediately refunded. In the event the SME is in breach of the Agreement, Upgrad shall have a right to terminate the Agreement immediately without any notice.

8.3. **Survival:** Clauses 2, 3, 5, 6.2, 6.3, 7, 8 and 9 shall survive the termination of the Agreement. If any clause under this Agreement requires survival by its very nature, the same shall survive termination or expiration of this Agreement.

9. Miscellaneous

9.1. **Governing Law:** The Agreement shall be governed, construed and interpreted according to the laws of India, without giving effect to any conflict of law provision, and the courts at Mumbai shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of the Agreement.

9.2. **Independent Contractors:** SME and Upgrad are independent contractors. Nothing in the Agreement will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. Save as otherwise expressly provided under the Agreement, the

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Agreement is not intended to be for the benefit of any third party, and is not enforceable by any third person, and shall not confer upon any third party any right, privilege, remedy, claim or other right.

- 9.3. Anti-Bribery Provisions: Neither the SME, nor any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of the SME, as the case may be, has: (i) used any funds received under this Agreement for any unlawful payment to any foreign or domestic political parties or other; (ii) violated or is in violation of any applicable anti-corruption or anti-bribery laws in India; (iii) violated or is in violation of any applicable law or regulation implementing the OECD Convention of Combating Bribery of Foreign Public Officials in International Business transactions, or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977 as amended, or the U.K. Bribery Act, 2010, or any other similar law in any other jurisdiction; (iv) taken or is receiving any offer, payment, gift or anything else of value knowing that all or some portion of what is taken will be used in violation of the provisions of the enactments specified above.
- 9.4. Assignment: The SME shall not assign any part or all of the Agreement. Any attempt to assign in violation of this Clause is void in each instance.

- 9.5. Notices: Notices under the Agreement are sufficient if given by nationally recognized overnight courier service, speed post with acknowledgement receipt, electronic mail ("**e-mail**"), or personal delivery to the other Party at the address of the Party mentioned in the Agreement. Notice is effective: (a) when delivered personally – at the time of delivery, (b) three business days after sending by speedpost, (c) on the business day after sending by a nationally recognized courier service, (d) on confirmation of the e-mail being sent. A Party may change its notice address by giving notice in writing in accordance with this Clause.
- 9.6. Entire Agreement: The Agreement constitutes the complete and final understanding of the Parties pertaining to the subject matter under the Agreement and supersedes the Parties' prior agreements, understandings and discussions relating to the contents of the Agreement. No modification of the Agreement is binding unless it is in writing and signed by the Parties.
- 9.7. Conflict: If there is any conflict between the Work Order and the General Terms, then the Work Order will prevail (only to the extent the Work Order modifies a specific provision of the General Terms).

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