

To, Jul-19-2021

LAMIYA A Thaslima Manzil Thadicadu Anchal 691306

Dear LAMIYA A

We would like you to work with us as a Subject Matter Expert -Chemistry(CH) in our organization from Jul-21-2021 on the following terms and conditions.

1. Consulting Services:

- a) You will be reporting to the India Project Director at Six Red Marbles Learning Pvt Ltd (SRM)
- b) Your roles & responsibilities will be assigned to you by your reporting Manager.
- c) You are responsible to provide answers or review to the questions assigned to you.
- d) You are expected to produce the target set by your reporting manager without any quality issues.

2. Compensation:

- a) Your will be paid a remuneration of INR 25,000 Per Month.
- b) There will be tax deductions of 10% on the payout, if PAN is provided or 20% if PAN is not provided.

3. Terms and Conditions:

- i. You will be required to work for 8 hours a day. You can avail national holidays and corporate holidays. You will be required to work from Monday to Friday.
- ii. You will be asked to work as SME or Reviewer. SME target will be 16 answers per day and Reviewer target will be 45 answers per day.
- iii. Any question rejected by the Reviewer will need to be reworked by the SME outside the daily production target. Any question rejected by the customer would need to be reworked by the Reviewer outside the daily target.
- iv. You will not be eligible for any leaves/privileges applicable to a regular Employee of Six Red Marbles Learning Pvt Ltd. In the event of taking leave on any given day, there will be a deduction in your payment on a prorata basis. You are also expected to give prior notice if you are planning to take leave.

4. Confidentiality:

You shall maintain strict confidentiality of the information that may be disclosed to you by us and by the client companies during the period of engagement with us and such information disclosed to you is protected under "Confidentiality and Secrecy Obligations of both our company and clients" companies and therefore misuse or disclosure of any information will be viewed seriously and you are required to sign an NDA with the company.



5. Arbitration:

- a) Any dispute arising out of this contract will be subject to the exclusive jurisdiction of Courts in the city of Delhi only.
- b) Due to the nature of services you are involved in, you agree that, in the event of any breach or threatened breach of the terms and conditions contained herein, the company has the right to seek appropriate injunctive orders against you in a court of law.

6. Others:

- a) During the period of this contract, the company may terminate your services on the grounds of any misconduct or unsatisfactory performance at work.
- b) Either party can terminate the agreement before the end date.
- c) In the event of the company finding that any details furnished by you during the course of your appointment are invalid or untrue, the company reserves the right to terminate this offer.
- d) During the period of this contract, the company reserves the right to terminate the services with/without notice or take the action on the grounds of Plagiarism, work quality, ignorance of work, violation of company workflows, failure to perform the job duties and other performance related issues.
- e) In the event of the company's contractual obligations with any of the client companies ceasing or gets altered for any reason whatsoever within the period of contract offered to you with this letter, your contract may also concurrently cease effective that date.

This contract is valid until **31st December 2021.** However, it may be extended if the situation demands the same with your mutual consent.

If you are agreeable to accept this letter of appointment in our organization on the terms and conditions stated above, please return the duplicate copy of this letter duly signed in token of your acceptance.

Wishing You All the Best!

For Six Red Marbles Learning Pvt Ltd.

Docusigned by:

Moluit Latocu

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Mohit Katoch

(Senior Manager- Human Resources)

Accepted by:

DocuSigned by:

LAMIYA A Jul-19-2021



NON-DISCLOSURE, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT

For good and valuable consideration, including but not limited to my employment or continued employment by
Six Red Marbles (the "Company"), I hereby agree as follows:

(A) Confidentiality

I will not disclose or use at any time without prior written consent of the Company, either during or subsequent to my employment, any secret, proprietary or confidential information of the Company, which I obtain during my employment, whether or not developed by me, or any secret, proprietary or confidential information of any other person that I may receive in connection with my duties to the Company, except as may be required in my duties to the Company. Such secret, proprietary or confidential information (collectively "Proprietary Information") shall include but not be limited to information regarding the Company's customers; clients; vendors; licensees; products; business development; research and development activities; computer software; product designs; know-how; business plans; marketing plans; strategies; pricing and costing; customer and supplier lists; nonpublic financial information; and any other nonpublic information.

(B) Assignment of Inventions Rights

- (1.) Any and all inventions, discoveries and improvements (with the exception of processes, improvements, or templates implemented that are owned by third parties (e.g., tools, methodologies) or items in the public domain) conceived or made by me or under my direction or jointly with others during the period of my employment, whether patentable or not, that (i) relate to the business or activities of the Company or (ii) are conceived or developed by me during normal working hours or using the Company's facilities or equipment, whether or not reduced to writing or practice during the period of my employment, shall belong to the Company (all of which are collectively referred to in this Agreement as "Developments"). I will keep notes of and promptly disclose to the Company all such Developments, but my failure to keep such notes or to make such disclosure to the Company shall not adversely affect the Company's ownership rights to and interests in such Developments.
- (2.) To the extent any Developments are not already owned by the Company as "works made for hire" or otherwise, without further consideration, I agree to assign and I do hereby assign to the Company or its nominee all of my rights and interests in any such Developments, including all related patents, patent applications, copyrights, reproduction rights, and copyright applications. Upon request by the Company or its nominee, and at its expense, I agree to cooperate fully with the Company with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to the Developments. I shall execute any and all papers, including without limitation copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, or other instruments that the Company or its nominee may deem necessary or desirable in order to protect and maintain its rights and interests in any Development. I further agree that if the Company is unable, after reasonable effort, to secure my signature on any such papers, any executive officer of the Company shall be entitled to execute such papers as my agent and attorney-in-fact, and I hereby irrevocable designate and appoint each executive officer of the Company as my agent and attorney-in-fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interest in any Developments.

My obligations under this paragraph shall continue until fulfilled and shall not be affected by the termination of my employment. My obligations under this paragraph shall be binding on my executors, administrators or other legal representatives to the extent that any of them can fulfill those left unfulfilled by me.



(3) I will deliver to the Company, upon termination of my employment all drawings, blueprints, manuals, letters, notes, notebooks, reports, charts, records, plans, lists, tapes, films, graphics, computer media and all other Proprietary Information, including copies, that relate to the Company's business and are in my possession or control. I will destroy any related computer entries on equipment or media not owned by the Company.

(C) Non-competition and Non-Solicitation Agreement

- (1) During the period of my employment with the Company, I will not, in any capacity, directly or indirectly engage or assist any other person to engage in any activity competitive with any business conducted or contemplated by the Company or engage or assist any other person to engage in an activity competitive with the business model and targeted market of the Company.
- (2.) During the period of my employment with the Company and for a period of one year after my employment terminates, regardless of the reason for such termination, I will not, in any capacity, directly or indirectly cause or attempt to cause any employee or consultant of the Company to cease to be employed by or to cease to make his or her services available to the Company;
- (3.) During the period of my employment with the Company and for a period of one year after my employment terminates, regardless of the reason for such termination, I will not, in any capacity, directly or indirectly solicit or attempt to solicit business from any current client of the Company or any person or entity that the Company has actively targeted during my last year of employment.

(D) Remedies

I agree that a violation of this Agreement by me could cause irreparable damage to the Company and that in the event of a violation by me the Company shall have, in addition to any and all claims for monetary damages, the right to a temporary restraining order, preliminary injunction, permanent injunction, order of specific performance and other equitable relief to prevent the violation of my obligations under this Agreement.

(E) Other Contracts

I represent that my performance as an employee of the Company will not violate any agreement by which I am bound, including without limitation any noncompetition agreement or agreement to keep in confidence proprietary information of any other person or entity, and I agree that I will continue to comply with all such agreements. The following is a list of all such agreements by which I am bound relating to noncompetition and proprietary information, and I agree to furnish to the Company a true and complete copy of each such agreement:

(F) Assignment

This Agreement shall inure to the benefit of the Company and any other person or entity that acquires all or substantially all of the business and assets of the Company, and the Company may assign this Agreement without my consent. I acknowledge and agree that this Agreement may not be assigned by me.

(G) <u>Severability and Waiver</u>

If any provision of this Agreement shall be found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision hereof. The failure to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of such terms, nor shall any waiver or relinquishment of any right at any one or more times be deemed a waiver or relinquishment of such right at any other time or times.

(H) No Obligation of Employment

I understand that this Agreement does not constitute a contract of employment and does not imply that my employment will continue for any period of time. I understand and acknowledge that I am employed at will, meaning



that either the Company or I may terminate my employment relationship at any time, with or without notice, with or without cause.

(I) Governing Law and Amendments

This Agreement and the performance hereof shall be construed and governed in accordance with the laws of India in Delhi Courts.

Dated:	DocuSigned by: C92F542846DC486
Jul-19-2021	LAMIYA A