

(To be executed on non-judicial stamp paper as per the value as applicable in the respective States)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as ‘ Agreement’) made at New Delhi on this 11th June 2015 between A Square LearnCraft LLP, a Company Registered under the provisions of Companies Act, 1956, having its registered office at B -704, Som Vihar, R K Puram, New Delhi- 110022 (hereinafter called “COMPANY”, which expression shall include its respective successors and assigns) and Ms. Sarika Nanda, R/o 138 Ghalib Apartments, Pitampura, Delhi- 110034, India, hereinafter called the ‘Contractor’ (which expression shall include his/her heirs, administrators, executors and permitted assigns) of the other part.

WHEREAS COMPANY inter alia is engaged in the business of training design, delivery and related services and wide range of other services related to Learning and development business in India.

WHEREAS the Contractor has considerable skills, experience, knowledge and specialization in providing services pertaining to Instructional Design services.

AND WHEREAS COMPANY intends to appoint the Contractor as its independent Contractor and the Contractor has agreed to exclusively provide the services to COMPANY or COMPANY’s customers (“Clients”) as more specifically detailed in Annexure 1 to the Agreement on contractual basis in connection with the business of COMPANY or any of its associate, holding and/or subsidiary or customer(s) (“Clients”) of COMPANY and both the parties are desirous of entering into this Agreement for this purpose.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND PROMISES, THE PARTIES AGREE AS FOLLOWS :

1. SERVICES:

The Contractor shall provide such services as specified in Annexure –1 (“Services”), exclusively to COMPANY titled “Key Result Areas”, which is an integral part of this Agreement.

2. Contractor’s Obligations:

- (i) The Contractor warrants that the Services will be carried out with reasonable care and skill and performed in a timely, workmanlike and cost effective manner. The Contractor undertakes to use all reasonable endeavors to remedy free of charge to COMPANY any deficiency arising from a breach of this warranty, which is reported to the Contractor in writing within 30(thirty) days after performance by the Contractor of such work.
- (ii) The Contractor will give status update on the Services at the frequency agreed upon mutually or when required to COMPANY.
- (iii) The Contractor shall:
 - a) put best efforts, skills and care to provide the Services as required by COMPANY, observe the terms of this Agreement and complete the Services within the reasonable time frame/service level that may be prescribed by COMPANY;
 - b) Provide such Services at her residence and may at the other premises of COMPANY or of such Client(s) entity(ies) as COMPANY may specify from time to time (including COMPANY’ associated companies);
 - c) Devote such number of days/hours as may be necessary in order to meet the requirements of COMPANY;
 - d) The Contractor shall observe and comply with all applicable laws and COMPANY’s relevant procedures, policies, guidelines & standards.

3. Confidentiality

The Contractor shall maintain absolute confidentiality in all his dealings and will not disclose any details pertaining to the Services provided or any other sensitive/Confidential information related to COMPANY and/or its associate, subsidiary, holding company, Client(s) to any one without express prior written permission of COMPANY.

"Confidential Information" means her compensation terms with the company and any COMPANY proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, Services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware

configuration information, marketing, finances or other business information disclosed by COMPANY either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

The Contractor:

- shall not, directly or indirectly, disclose or use any Confidential Information except with prior written consent of COMPANY;
- if required to disclose Confidential Information pursuant to a valid and existing order of a Court or other governmental body, then the Contractor must give prompt notice in writing to COMPANY of any such potential disclosure in advance to allow COMPANY a reasonable opportunity to limit such disclosure;
- shall not allow or render it likely that the Confidential Information shall come into the possession of any person;
- shall not store or maintain the Confidential Information in any place or medium which could be accessed by any person;
- shall not use or attempt to use the Confidential Information except strictly in accordance with this Agreement or pursuant to the instruction or authorization of COMPANY;
- shall not use or attempt to use the Confidential Information in any manner that may injure or cause loss or damage either directly or indirectly to COMPANY;
- shall not, directly or indirectly, disclose her terms and amount of compensation with anyone including the clients of the company that she may need to work for

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Contractor warrants use of all materials in the provision of Services will not infringe the intellectual property rights of any person.

4.2 **Assignment** : The Contractor agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets (collectively, "Inventions") conceived, made or discovered by Contractor, solely or in collaboration with others, during the period of this Agreement which relate in any manner to the business of the COMPANY that Contractor may be directed to undertake, investigate or experiment with, or which Contractor may become associated with in work, investigation or experimentation in the line of business of COMPANY in performing the Services hereunder, are the sole property of the COMPANY. The Contractor further agrees to assign (or cause to be assigned) and does hereby assign fully to the COMPANY all Inventions and any copyrights, patents (where applicable), mask work rights or other intellectual property rights relating thereto.

4.3 **Further Assurances** : The Contractor agrees to assist COMPANY, or its designee, at the COMPANY's expense, in every proper way to secure the COMPANY's rights in the Inventions and any copyrights, patents (where

applicable), mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the COMPANY of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the COMPANY shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the COMPANY, its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Inventions, and any copyrights, patents (where applicable), mask work rights or other intellectual property rights relating thereto. The Contractor further agrees that Contractor's obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

4.4 Pre-Existing Materials : The Contractor agrees that if in the course of performing the Services, Contractor incorporates into any Invention developed hereunder any invention, improvement, development, concept, discovery or other proprietary information owned by Contractor or in which Contractor has an interest, (i) Contractor shall inform COMPANY, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention; and (ii) the COMPANY is hereby granted and shall have a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. The Contractor shall not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without COMPANY's prior written permission.

4.5 Attorney in Fact : The Contractor agrees that if the COMPANY is unable because of Contractor's unavailability, incapacity, or for any other reason, to secure Contractor's signature to apply for or to pursue any application for any patents (where applicable) or mask work or copyright registrations covering the Inventions assigned to the COMPANY above, then Contractor hereby irrevocably designates and appoints the COMPANY and its duly authorized officers and agents as Contractor's agent and attorney in fact, to act for and in Contractor's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents (where applicable), copyright and mask work registrations thereon with the same legal force and effect as if executed by Contractor.

5. PATENT AND COPYRIGHT INDEMNITY. The Contractor agrees that it will promptly defend, at its own expense, and will indemnify and hold COMPANY harmless from and against any and all damages, demands, expenses, claims, liability, injuries, suits, and proceedings asserted or brought against COMPANY, its employees, officers, directors, shareholders and agents, based on a claim that any inventions, materials, software or other writings, works or articles developed by Contractor for COMPANY during the course of performance of the Services and or the provision of related Services under this Agreement constitutes an infringement of any trademarks, trade secrets, patent(where applicable), copyright or any other right, provided that (1) The Contractor is notified of same

in writing after COMPANY becomes aware of the possibility that such an infringement has occurred and (2) The Contractor is granted full control of such proceedings, including response thereto and defence thereof. The COMPANY may participate in such defence and in any settlement discussions directly or through counsel of its choice. If any such property is held to constitute an infringement and the exercise of rights thereto is enjoined, COMPANY may require that Contractor, at the Contractor's sole option and expense either, (1) obtain for the COMPANY the right to continue exercising such rights to such property; or (2) modify it so that it is not infringing; or (3) obtain or substitute a functionally similar deliverable that is not infringing.

6. Payment & Invoicing Terms

- In consideration for the Services it has been mutually agreed that the Contractor will be paid @ Rs.4,500 per learning hour(Conversion of Level 1 storyboards to Level 2 storyboards, as explained on e-mail). All the payments shall be subject to deduction of Tax at Source in accordance with the applicable laws. On deduction of tax at Source, the Contractor shall be provided tax deduction certificate at the end of financial year.
- In addition to the fee the Contractor will be reimbursed all out of pocket business travel expenses for travel outside her residence on actual basis as per COMPANY policy, as amended. The expenses will be invoiced when incurred and be payable when submitted along with supporting documents. All travel and other expenses, if any shall be pre-authorized by COMPANY, in writing.
- Payment of the fees mentioned in clause above will be made to Contractor against appropriate invoices, which must be presented by Contractor to the designated official of the COMPANY. The invoice will be raised on receiving client sign off on the storyboards for payment within a maximum of 30 days from the date of invoice.
- The Contractor acknowledges and agrees and it is the intent of the parties hereto that the Contractor receive no COMPANY-sponsored benefits from the COMPANY either as a Contractor or employee. Such benefits include, but are not limited to, contribution to provident fund, Employee State Insurance, paid vacation, sick leave and medical insurance.
- The Contractor shall absolve, indemnify and hold harmless COMPANY of any personal/statutory liabilities arising out of non-payment of taxes or otherwise due to his default, or any other such commitment to any external agencies/individuals/Statutory Authorities. The COMPANY shall be entitled to deduct or adjust your monthly income tax or withholding tax amounts, due from **the Contractor**, as per any tax regulations prevailing at any given point of time.

7. In the event of improper use or disclosure of confidential information by the Contractor resulting in loss or damage, COMPANY shall be at liberty to initiate such appropriate legal proceedings against the Contractor as it may deem fit.
8. The Contractor shall be under an obligation to return immediately all the information and documents provided to it by COMPANY and/or developed under this Agreement, on termination/expiry of this Agreement and/or on demand by COMPANY.
9. The Contractor certifies that Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof, and further certifies that Contractor will not enter into any such conflicting agreement during the term of this Agreement.
10. During the term of this Agreement and for a period of four years thereafter, Contractor shall not, directly or indirectly, approach any of COMPANY'S Client(s) or company that competes with COMPANY, without the prior consent of COMPANY. In the event any of the provisions of Clause 9 and 10 are determined to be invalid by reason of their scope or duration, these Clauses shall be deemed modified to the extent required to cure the invalidity.
11. Neither this Agreement nor any right hereunder or interest herein shall be assigned or transferred by the Contractor.
12. The obligations of the Contractor to maintain confidential information under this Agreement shall continue for a period of five (5) years from the date of termination/expiry of this Agreement
13. The Contractor shall not render any services, directly or indirectly to any other firm or company in a business competitive or conflicting with that of COMPANY, during the term of this Agreement.
14. This Agreement will be for a period of one year with effect from 13rdDecember 2014 and can be extended on mutually agreed terms.
15. The Contractor shall not have any claim whatsoever against COMPANY or any of its associates/holding/subsidiary companies for any extra services, unless such services, (if any) as may have been expressly agreed prior in writing before rendering such services.
16. Any dispute arising out of or in connection with this Agreement shall be first settled amicably. In the event of failure of parties to arrive at amicable settlement within a period of thirty (30) days from the date of start of such negotiation, the same shall be settled by Arbitration. Any party may initiate arbitration only after a notice in writing to other party clearly mentioning the nature of dispute. Arbitration proceeding shall be conducted by a mutually agreed Sole Arbitrator. The Arbitration and Conciliation Act, 1996 and any statutory modification shall govern the arbitration proceedings. Venue of arbitration shall be New Delhi, India and award of the arbitration shall be final and binding on the parties. The proceedings shall be conducted in English language.

17. This Agreement will be governed by and construed in accordance with the laws of India. In case of any dispute(s), only the courts located at Delhi / New Delhi, India shall have the jurisdiction to try and dispose of the suits.

18. Termination

18.1 This Agreement, may be terminated at any time by either party giving 30 (thirty) days written notice to the other, without assigning any reason.

18.2 COMPANY may terminate this Agreement without assigning any reason immediately by written notice in any of the following events:

18.2.1 if the Contractor commits a breach of any provision of this Agreement and such breach (if capable of being remedied) is not remedied within ten days after written notice thereof has been given to the Contractor;

18.2.2 if the Contractor is unable to perform to the satisfaction of COMPANY any of the Services under this Agreement

18.2.3 if the Contractor by reason of illness, incapacity or otherwise, is prevented from providing the required Services for a period of five (5) or more working days;

18.2.4 if Contractor is guilty of any act of gross negligence or misconduct in the provision of Services under this Agreement.

18.3 Upon termination of this Agreement as per clause 18.1 :

18.3.1 Payment shall be made of fees and expenses (pursuant to the terms of this Agreement) for Services rendered and accepted up to the date of termination only, without prejudice to any right or remedy which may have accrued to either party before the date of termination.

19. It is further agreed that if any changes or alteration have to be made in the terms and conditions of this Agreement, the same shall be made by mutual consent of both the parties and shall be in writing. Further, any notice under this agreement shall be in English, in writing and shall be sent either by registered post

(acknowledgment due) or by fax or by courier, to the persons whose names and other details are mentioned below:

To:-
Nirupama Pande
B-704, Som Vihar,
R K Puram,
New Delhi -22.
Tel Number:- 9899499404

To
Sarika Nanda
38 Ghalib Apartments,
Pitampura,
Delhi- 110034

The notice if addressed properly, shall be deemed as a notice duly given to the addressed party.

20. All the correspondence and communication relating to the Services rendered by the Contractor shall be in English language only.
21. During the course of the validity of this Agreement Contractor will keep COMPANY's interest safeguarded and is committed to the full disclosure on any event, information that may have a bearing on or on the business interests of the COMPANY.
22. COMPANY at its sole discretion may issue/provide to the Contractor such property, equipment/s and documents for fulfilling the objectives of this Agreement., The Contractor at its cost and expenses shall ensure that all such property/equipment/s and documents issued/provided by the COMPANY is returned to the COMPANY upon termination/expiry of this Agreement.
23. It is the express intention of the parties that the Contractor is an independent contractor. Nothing in this Agreement shall in any way be construed to constitute Contractor as an agent, employee or representative of COMPANY, but Contractor shall perform the Services hereunder as an independent contractor. Contractor agrees to furnish (or reimburse the COMPANY for) all tools and materials necessary to accomplish this Agreement, and shall incur all expenses associated with performance, except as expressly provided in this Agreement. The Contractor acknowledges and agrees that Contractor is obligated to report as income all compensation received by Contractor pursuant to this Agreement, and Contractor agrees to and acknowledges the obligation to pay all taxes thereon. Contractor further agrees to indemnify and hold harmless COMPANY and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorney's fees and other legal expenses, arising directly or indirectly from (i) any negligent, reckless or intentionally wrongful act of the Contractor or the Contractor's assistants, employees or agents, as applicable(ii) a determination by a court or agency that the Contractor is not an independent contractor, or (iii) any breach by the Contractor or

Contractor's assistants, employees or agents of any of the covenants contained in this Agreement.

24. The Contractor hereby undertakes to keep and hold COMPANY fully indemnified and harmless against all losses, damages, costs, expenses and liabilities suffered/ incurred by COMPANY, and any claims or proceedings brought against COMPANY, which are directly or indirectly arising out of breach of this Agreement by the Contractor or as a result of the Services not being provided in accordance with the Service standards and/or the other terms and conditions of this Agreement, or by any act or omission of the persons engaged by the Contractor for performing the services or otherwise employed or engaged by the Contractor.
25. Further, the Contractor agrees to accept full financial liability on account of any penalty/ interest levied by the applicable state and local statutory authorities on COMPANY with respect to the Services being provided under this Agreement.
26. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of clause 16 and without abridgment of the powers of the arbitrator.
27. This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
28. The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.
29. Clauses 3, 4, 5, 10, 12, 16, 17, 19, 20, 23, 24 and 25 shall survive termination/expiry of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON
THE DATE FIRST WRITTEN ABOVE

Name: **Mr.**

Signature:

.....
Title:

Signature:

Witnesses

1. _____

2. _____

Annexure A

SERVICES

1. Contractor

Name: Sarika Nanda

Title: Instructional Designer

2. Services. The Contractor will render to COMPANY the following Services:

- Convert level 1 storyboards to level 2 by adding interactivity, visualization notes, graphic details (as explained on e-mails)

The contractor will give the deliverables within the stipulated and agreed timelines. The contractor will start work on the assignment on 1st july 2015 for the designated client of A Square LearnCraft LLP.

CONTRACTOR

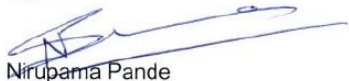
By: Sarika Nanda

Title: Instructor Designer

Address: 38 Ghalib Apartments,
Pitampura,
Delhi- 110034

COMPANY

Signed



Nirupama Pande

Title: Director, A Square LearnCraft LLP
ADDRESS: B -704, SOM VIHAR,
R K PURAM, NEW DELHI- 22