

QUALITY TUTORIALS PRIVATE LIMITED

206, Floor-2, Arun Chambers, Pandit Madan Mohan Malviya Marg, Tardeo, Mumbai - 400034

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into on the **20th day of September, 2020 (20.09.2020)**. Your joining date is **21st September, 2020**.

BY AND BETWEEN:

QUALITY TUTORIALS PRIVATE LIMITED, a company registered under the Companies Act, 1956, having its registered office at 206, Floor-2, Arun Chambers, Pandit Madan Mohan Malviya Marg, Tardeo, Mumbai -400034 (hereinafter referred to as the "Client" which term shall, unless repugnant to the context, include its legal representatives, successors-in-interest, and permitted assigns)

AND

Kahaan Desai, residing at, **3 Gurukrupa Bunglow, B/H Central Bank of India, Near manekbaug Hall, Ambawadi Ahmedabad 380015** (hereinafter referred to as the "Service Provider " which term shall, unless repugnant to the context, include his/her legal representatives, successors-in-interest and permitted assigns).

Hereinafter referred to individually as a "Party" and collectively as "the Parties".

WHEREAS:

- A. The Client is in the business of providing online coaching and tutorials and other allied and incidental activities;
- B. The Service Provider represents that he/she has been engaged in teaching for several years, and has sufficient skills and knowledge regarding the role;

- C. The Client desires to engage the Service Provider to provide the services as enumerated in this Agreement and the Service Provider is willing to provide such services to the Client on the terms and conditions mutually agreed upon;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SCOPE OF SERVICE

- 1.1. Subject to the provisions of the Service Agreement, the Client shall perform and/or provide such Services in the manner and schedule as enumerated in **Schedule – A**.
- 1.2. The Services shall be strictly performed by the Service Provider and cannot be assigned, delegated, either in part or in full to any agent, representative, third party contractor, service provider other than with the prior written permission of the Client. The Service Provider also agrees and acknowledges that the Services are time sensitive and cannot be substituted or replaced with any other Service without the prior consent of the Client.
- 1.3. The Service Provider further agrees and acknowledges that time of essence in this Agreement and any breach in adhering to agreed timelines, including but not limited to satisfactory Services being provided, shall be a material breach of this Agreement.

2. TERM

- 2.1. This Agreement shall be in force for a period of 2 (two) years from the date of execution of this Agreement or till completion/termination of the project “Lido Learning”, whichever is earlier.
- 2.2. This Agreement may be mutually extended by the parties on mutually agreed terms and conditions.

3. SERVICE FEE

- 3.1. The Parties agree that on successful completion of the Training Period and subject to the stipulations in 4.2, the Service Provider shall be paid a sum of amount as described in Schedule A, subject to adherence to all his/her obligations under this Agreement. Such payment shall be made within 30 (thirty) days of service delivered for the English Calendar month.
- 3.2. The Parties agree that the payment shall be made by bank transfer or demand draft only.

- 3.3. The Client shall pay applicable taxes, if any, imposed by relevant authority as a result of the Services provided to it under this Agreement.
- 3.4. The Service Provider shall also be required to use specific kits and equipment for the purposes of rendering the Services. The cost of such kits/equipment (upto Rs. 4000) and other material provided by the Client shall be borne by the Service Provider. The Service Provider will be expected to purchase and arrange for obtaining such kit/equipment on their own.
- 3.5. The Service Provider shall also be entitled to receive incentives and other benefits based on the policies of the Client, which may be paid as intimated by the Client from time to time. Refer Service Rules.

4. TRAINING

- 4.1. In order to complete the scope of Services, the Client shall also be providing Training to the Service Provider in order to maintain uniformity and consistency in the Services being provided. The Service Provider shall participate in all training and allied activities as mandated by the Client from time to time.
- 4.2. The Training period shall be for five (5) days, or as extended by the Client based on its requirements.
- 4.3. The Service Provider shall also enter into such other documentation as required by the Client from time to time. A breach of this term shall be construed as a material breach of this Agreement.

5. RIGHTS AND OBLIGATIONS OF SERVICE PROVIDER

- 5.1. The Service Provider shall apply reasonable skill, care and diligence in the discharge of duties hereby covenanted to be performed by it and shall exercise such general superintendence and inspection in regard to the said project as may be necessary to ensure that the work is being executed in accordance with the specifications aforesaid.
- 5.2. The Service Provider reserves the right to terminate the Agreement if the Client defaults in payment of the bills/invoices raised on the Client during the validity of this Agreement.
- 5.3. The Service Provider acknowledges and accepts that the obligation to adhere to the timings of the batch and dates is essential and necessary for the smooth functioning of the project.

The Service Provider further agrees and acknowledges that he/she shall not be entitled to any modification in the same and any such change/modification shall be at the sole discretion of the Client.

- 5.4. The Service Provider shall also adhere to such policies and rules as prescribed from time to time, and no objection shall be raised by the Service Provider to the imposition of such policies and rules. It is acknowledged by the Service Provider that such rules and policies may be necessary to maintain the best interests and goodwill of the Company, and or in compliance with necessary statutory/regulatory requirements.

6. EXCLUSIVITY

- 6.1. The Service Provider agrees and acknowledges that the Services to be provided under this Agreement shall be exclusive to the Client, and during the term of this Agreement, the Service Provider shall not be permitted to provide similar services to any other third party/company/coaching center without the prior written consent of the Client. The Service Provider agrees and acknowledges that the restriction is reasonable and legitimate to protect the best interests and goodwill of the Client. However, in the event that any restriction shall be found to be void, but would be valid if some part thereof were deleted or the scope, period or area of application were reduced, then such restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause valid and effective.
- 6.2. It is clarified that the Client shall be entitled to engage the services of other service providers to provide similar/identical services as the Service Provider.

7. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 7.1. The Client shall pay the Service fee to the Service Provider without any delay.
- 7.2. The Client shall designate sufficient resources to enable the Service Provider to effectively render the Services under this Agreement.

8. TERMINATION OF ENGAGEMENT

8.1. *Termination by either Party*

- 8.1.1. The Parties hereby agree that either of them may terminate the engagement contemplated under this Agreement by providing the other Party with a prior written notice of Fifteen (30) days.

8.1.2. In the event that the Service Provider terminates this Agreement for his/her convenience, the Company may, at its sole discretion, require that the Service Provider serves the notice period of Thirty (30) days or alternatively, may approve his/her termination with immediate effect upon receipt of the written notice from the Service Provider. In the event that Service Provider is required to serve the notice period, the Service Provider shall be entitled to Consulting charges during the notice period. It is clarified that the Service Provider shall not have the option of seeking waiver of the notice period.

8.1.3. In the event that the Company terminates this Agreement, the Company agrees to pay the consulting charges prorated for the number of hours of service provided prior to such termination.

8.1.4. The Service Provider hereby agrees and acknowledges that subject to the terms contained herein, the Company shall be liable to pay the Service Provider, such Consulting Charges that have accrued as on and until the last day of the Service Provider's actual engagement with the Company and such other outstanding payments that are due and payable to the Service Provider from the Company under the terms of this Agreement.

8.2. *Termination for Cause*

8.2.1. The Company shall have the right to terminate the Service Provider's engagement immediately without any notice period for cause in the event that the Service Provider has breached any of the terms of this Agreement or for gross misconduct.

8.2.2. The Service Provider shall have the sole right to terminate the Agreement in accordance with Clause 3.1 by giving the Company 30 days' notice.

8.3. During the Training Period, either Party may terminate this Agreement with twenty four (24) hour's notice.

Termination Dues: Notwithstanding the termination of the Service Provider's engagement for any of the reasons set out in this Clause 9.2.1, the Service Provider shall not be entitled to the Consulting Charges. Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Service Provider against any amount payable at any time by the Company to the Service Provider pursuant to this Agreement.

9. NON-DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION

9.1. The Service Provider acknowledges that during the course of his/her engagement with the Company, he/she will have and / or has had access to information about the Company and / or its affiliates or otherwise in its possession and that his/her engagement with the Company shall bring them into close contact with many confidential affairs of the Company, its affiliates, customers and users, including without limitation, information regarding the following:

- 9.1.1. customer data, customer intellectual property, any Company data, in particular, names, addresses of present or prospective customers/users;
- 9.1.2. business data, particularly data relating to new products, promotion campaigns, distribution strategies, license agreements, pricing and other commercial terms, terms and conditions of contracts and transactions between the customers/users and the Company, and/ or any information directly or incidentally connected to any intellectual property;
- 9.1.3. any data, documents, plans, drawings, photographs, reports, statements correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies including papers and documents, compact discs or other media containing the same;
- 9.1.4. any information relating to the Company and its customers/users' (whether past, present, or future) sensitive personal information, financial data, financial results and projections, costs and prices, details of Service Providers, Service Providers, agents, vendors, customer, technologies, technical and business strategies, business and marketing plans and reports, marketing and sales techniques, contracts;
- 9.1.5. any information relating to the Company and its customers' (whether past, present, or future) platforms, servers, internal controls, computer or data processing programs, algorithms, electronic data processing applications, security procedures, hardware, designs, drawings, machines, tools, models, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, choices of product names, trade secrets or know how;
- 9.1.6. information not known to the Company's competitors nor intended by the Company for general dissemination; and
- 9.1.7. any information relating to the prior, current or contemplated products or services offered and information that the Service Provider has a reasonable basis to believe that it is not in the public domain or was accepted by the Company and / or its affiliates from any third party under obligations of confidentiality (collectively, the "**Confidential Information**").

- 9.2. The Service Provider acknowledges that such Confidential Information is not readily available to the public other than in the normal course of business.
- 9.3. In recognition of the foregoing, during and after the expiry of the Term or termination of this Agreement (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Service Provider's unauthorized disclosure, the Service Provider shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of his/her engagement with the Company) any Confidential Information and the Service Provider shall during the continuance of his/her engagement with the Company, use his/her best efforts to prevent the unauthorized publication or misuse of any Confidential Information.
- 9.4. All documents, records, data or other material, whether or not pertaining to Confidential Information, which are furnished to the Service Provider by the Company, its affiliates, customers or vendors, or are produced by the Service Provider in connection with the Service Provider's engagement with the Company shall remain the property of the Company.
- 9.5. Upon request by the Company at any time during the Term and upon termination of this Agreement, the Service Provider shall (a) promptly return to the Company, or (b) at the option of the Company, erase or destroy, all of the Confidential Information, in whatever form available, including any material or medium from which any Confidential Information may be ascertained or derived. In no event shall the Service Provider store or retain any Confidential Information or copies, compilations or analysis thereof, unless authorized by the Company in writing.
- 9.6. Without limiting the rights of the Company in respect of a breach of this Clause, the Service Provider shall:
 - 9.6.1. promptly notify the Company of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information by any other person, that may become known to the Service Provider;
 - 9.6.2. promptly furnish to the Company full details in his/her possession, of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Company in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of the Confidential Information;
 - 9.6.3. cooperate with the Company in any litigation and investigation against third parties deemed necessary by the Company to protect its Confidential Information and the proprietary rights; and

9.6.4. promptly use his/her best efforts to prevent a recurrence of any such unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information.

9.7. The Service Provider hereby represents and warrants that the performance of his/her obligations under this Agreement will not breach any agreement to maintain in confidence, proprietary information acquired by the Service Provider prior to or outside the scope of his/her engagement with the Company. The Service Provider covenants that he/she will not disclose to the Company or its affiliates, or use, or induce the Company or any of its affiliates to use, any proprietary information or trade secrets of any third party, including any previous entity or person that the Service Provider was associated with, at any time.

9.8. The Service Provider hereby represents that, while in the engagement of the Company, he/she shall make a full and true disclosure in writing to the Company of any direct or indirect interest or benefit he/she has derived or is likely to derive through or in connection with any contractual arrangements, dealings, transactions or affairs of the Company or any transactions which are or are likely to be detrimental to the Company's interest.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. All contingent and future intellectual property including, but not limited to, patents, trademarks, service marks, trade names and copyrights, and applications, licenses and rights with respect to the foregoing, and all trade secrets, including know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created shall be the property of the Company.

10.2. The Service Provider acknowledges that ownership of, and all right, title, and interest in, all copyrights, patents, trade secrets, designs, domain names and other intellectual property rights in any product, software, methodologies, systems, processes, inventions, and works, made or conceived or first reduced to practice or created, either alone or jointly with others, during the Term of his/ her engagement with the Company, , which relate to the business of the Company, and whether or not such inventions are patentable, copyrightable or otherwise protectable, shall unconditionally and exclusively vest in the Company.

10.3. The Service Provider hereby, without further consideration, perpetually transfers, assigns and conveys all right, title and interest in such worldwide intellectual property rights (including, but not limited to, any moral rights) that the Service Provider may have or be entitled to under any law or equity whatsoever or under the Company, in relation to such

rights being created or developed or acquired during the term of his/ her engagement with the company. To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company's request, the Service Provider shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or it's designates') ownership in intellectual property rights hereunder.

- 10.4. The Service Provider shall, at Company's cost, from time to time, as may be reasonably requested by the Company, do any and all things which the Company may deem useful or desirable to establish or document the Company's exclusive ownership of any and all intellectual property rights in any such results and proceeds of the Service Provider's services hereunder, including, without limitation, the execution of appropriate copyright and / or patent applications or assignments.
- 10.5. To the extent the Service Provider has any and all intellectual property rights in the results and proceeds of the Service Provider's services hereunder that cannot be assigned in the manner described above, the Service Provider unconditionally and irrevocably waives the enforcement of such rights, subject to Clause 11.3.
- 10.6. This Clause is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled by operation of law by virtue of the Company having engaged the Service Provider.
- 10.7. The Parties agree and acknowledge that all pre-existing intellectual property or intellectual property created independent of this Agreement, owned by each Party and enhancements thereto shall remain vested in that Party with full ownership rights therein. Unless otherwise specifically agreed upon between the Parties in writing, neither Party shall get any rights in the pre-existing intellectual property of the other Party.

11. DATA PRIVACY

- 11.1. The Service Provider will use the Personal Data collected only on the directions of the Company and will not use any Personal Data -that is collected on behalf of the Company, received from the Company or its personnel or otherwise processed on behalf of the Company for any purpose other than as necessary to perform under this Agreement.

11.2. The Parties will ensure that they are in compliance with all applicable laws while handling any personal information and shall execute such agreements as may be necessary to ensure compliance with applicable laws.

12. NON-COMPETITION AND NON-SOLICITATION RESTRICTION

12.1. Except with the prior written consent of the Company, the Service Provider shall not during the Term and for a period of one (1) year after the expiry of the Term, either directly or indirectly, whether jointly and/or severally or together with any other person (including, any combination thereof or through or with any of his/her affiliates):

12.1.1. canvass or solicit orders for goods or services of a similar type to those being provided by the Company from any person who is a corporate customer of the Company; or

12.1.2. induce or attempt to induce any supplier/vendor/contractor/service provider of the Company to cease to supply, or to restrict or vary the terms of supply to it; or

12.1.3. transfer, use or disclose any client database or intellectual property of the Company or other know-how or other information pertaining to the business, customers or suppliers of the Company, other than for the bona fide business needs of the Company. For the avoidance of doubt, it is hereby clarified that the term 'customers' as used in this Clause shall include the Company's end customers, product vendors, channel partners, business partners and potential customers with whom the Service Provider has corresponded during his/her engagement with the Company; or

12.1.4. induce or attempt to induce, any employee or Service Provider of the Company to leave the employment of or engagement with the Company.

13. INDEMNIFICATION

13.1. The Service Provider hereby agrees to unconditionally indemnify and further, defend and hold harmless the Company and any of its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages or expenses including court costs and reasonable attorney's fees, arising out of or in connection with a breach of his/her obligations under this Agreement, including but not limited to a breach of his/her representations and warranties under this Agreement.

14. COOPERATION FOLLOWING TERMINATION

14.1. The Service Provider agrees that, following notice of termination of his/her engagement with the Company, or when required by the Company, he/she shall cooperate fully with the Company in all matters relating to the completion of his/her pending work on behalf of the

Company and the orderly transition of such work to such other Service Providers as the Company may designate.

14.2. The Service Provider further agrees that during and following the termination of his/her engagement with the Company, he/she shall cooperate fully with the Company as to any and all claims, controversies, disputes or complaints over which he/she has any knowledge or that may relate to them or his/her consultancy relation with the Company. Such cooperation includes, but is not limited to, providing the Company with all information known to them related to such claims, controversies, disputes or complaints and appearing and giving testimony in any forum.

15. BINDING AGREEMENT; ASSIGNMENT

15.1. Subject to the provisions of this Clause, this Agreement shall be binding upon and inure to the benefit of the Parties, his/her successors and permitted assigns.

15.2. The Parties acknowledge and confirm that the obligations of the Service Provider hereunder are personal and shall not be assigned by them to any other person. However, the Company shall be entitled to transfer and/or assign any of its rights and obligations hereunder to any third parties without any requirement of the Service Provider's consent and the Service Provider hereby agrees to and accepts the same.

16. ENTIRE AGREEMENT

16.1. Except to the extent stated in Clause 18 below, this Agreement contains the entire understanding of the Service Provider and the Company with respect to the engagement of the Service Provider by the Company and supersedes any and all prior understandings, written or oral, between the Service Provider and the Company. In the event of any conflict, unless otherwise provided, the terms of this Agreement shall prevail over the terms of any other engagement letter or discussion between the Company and the Service Provider.

16.2. The Company may formulate rules and policies from time to time, in connection with any issues the Company may, in its sole discretion, deem fit, including without limitation, its business, services, Service Providers, customers, privacy, or security. The Service Provider shall be bound by all such applicable rules and policies, in addition to the terms of this Agreement.

17. SEVERABILITY

17.1. If any provision of this Agreement is held by a court of competent jurisdiction or arbitration panel, as applicable, to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided however that, in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction, or arbitration panel, as applicable.

18. INDEPENDENT CONTRACTOR

18.1. The relationship between the Parties shall be on principal-to-principal basis. Each Party is an independent contractor and is not a legal representative, partner or agent of the other Party. Neither Party shall have any right, power or authority, whether express or implied, to create any obligation on behalf of the other Party or bind the other Party.

19. GOVERNING LAW

19.1. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of India.

20. SPECIFIC PERFORMANCE

20.1. In the event of the Service Provider committing breach of any of the covenants, the Client shall be entitled to, at its option, enforce specific performance of this Agreement in the form of permanent, mandatory or directory injunction including interim reliefs, and/or get the defect/breach rectified through any third party, the costs of which shall be borne solely by the Service Provider ("substituted performance"). In addition to the same, the Client shall also be entitled to claim losses, expenses, costs, including indirect and consequential damages, incurred by it as a consequence of such breach by the Service Provider.

21. NON – DISPARAGEMENT

21.1. The Service Provider shall not, directly or indirectly, make any disparaging, denigrating, derogatory or other negative, misleading or false statement, orally or in writing to any person, including, without limitation, competitors of and advisors to the Company, about the Company. The Service Provider acknowledges and agrees that any written or oral contact and/or communication with clients of or advisors to the Company or any regulatory authority on behalf of the Company, shall be made by the Service Provider in good faith in accordance with the terms of this Clause and in the best interest of the Company.

22. MISCELLANEOUS

- 22.1. Any notice provided for in this Agreement shall be provided in writing and shall be deemed to have been duly given (i) when delivered if sent by hand delivery; or (ii) on the second day after mailing, if sent by registered post acknowledgment due or return receipt requested or by a nationally recognized courier service or (iii) upon transmission and electronic confirmation of receipt, if sent *via* facsimile or electronic mail. For the avoidance of doubt, it is clarified that all notices issued to the Service Provider under this Clause shall be sent to his/her address provided as on the Effective Date.
- 22.2. No delay or omission by the Company or the Service Provider in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Service Provider on any one occasion shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasion.
- 22.3. This Agreement may be modified or amended only by an instrument in writing executed by the Parties and approved in writing by a duly authorized officer of the Company, subject to prior approval of the Company as required.
- 22.4. The captions of the clauses of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this Agreement.
- 22.5. By entering into this Agreement, the Service Provider certifies and acknowledges that he/she has carefully read all of the provisions of this Agreement, and that he/she voluntarily and knowingly enter into this Agreement. The Service Provider acknowledges that he/she has been provided with an opportunity to consult with his/her own counsel with respect to this Agreement.
- 22.6. The requirements and covenants of clauses hereunder which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement and the termination of the Service Provider's engagement with the Company.
- 22.7. Nothing herein will be construed as creating any agency, partnership, joint venture or any other similar relationship between the Parties. Neither Party, nor any employee, agent or

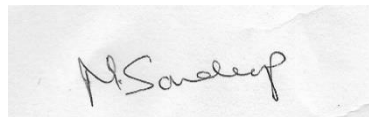
other representative of a Party, shall be an employee or an agent of the other Party. The Parties agree that, in performing their responsibilities pursuant to this Agreement, they are in the position of independent contractors. The Parties shall have no relationship or liabilities other than as set forth in this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

AGREED AND ACCEPTED:

For

For **QUALITY TUTORIALS PVT LTD**

A rectangular box containing a handwritten signature in black ink. The signature appears to be 'Sandeep' with a stylized flourish at the end.

Signature

Signature

Name: Kahaan Desai

Name: Sandeep Mallareddy

Designation: Online Tutor

Designation: Head of Tutor Operations

SECTION A - SCHEDULE A: Work Timings and Compensation Structure

1. Work Expectations

- a. You will teach 60 - 120 classes of Coding, Math's and English in a month.
- b. You will be expected to complete any preparation work prior to the start of each class, as deemed necessary to teach the materials in a given class. This includes but is not limited to:
 - Reading and reviewing all preparatory materials provided from the client, such as presentations, videos and tutor notes
 - Successfully completing any assessments as mandated by Lido Learning

2. Compensation Structure*

- a. Your compensation structure is as follows:

Per class Compensation (Demo)	Rs. 100
Per Class Compensation (Regular)	Rs. 220
Monthly Compensation <i>Calculated on the assumption that all 60 classes, as indicated above, have been completed by the tutor. This amount may vary, depending on actual classes completed and the number of days in a month.</i>	Rs. 13,200

- b. You will be required to maintain a record of all classes conducted.
- c. You will be required to generate an invoice in the time frame specified by Lido, in order to receive payment for all services rendered in the month. Failure to submit the invoice on time may result in delays to payment received.
- d. Payment for extra time (such as for substitutions), incentives and deductions will be paid as per service rules given below.
- e. *7.5% TDS will be deducted under section 194J.

3. Timings

- a. You will select the hours you wish to teach within the available time/day range options that are provided to you by Lido Learning upon joining.
- b. Your final timings will be mutually agreed upon by both parties and communicated and confirmed over email.

4. Modifications to Schedule

- a. Once your classes have been scheduled for the year, you may not change these timings under any circumstances. Provided no class has been scheduled as yet, you may request

Lido Learning for a modification in your schedule. This will be reviewed on a case by case basis, determined at the sole discretion of Lido Learning.

- b. In the event that you would like to modify your working hours with Lido Learning, you will be required to submit a formal request, which needs to be made by no later than the 20th of the month. Requests will be processed by Lido Learning by the 25th of the month, and if approved, will be put into effect from the following month.
- c. If a particular time slot is not filled for four (4) weeks due to a lack of student demand, Lido Learning **will modify tutor slots to cater to the actual demand**. You will be expected to modify (which may include a change, increase or decrease) in your timings to meet the new timings assigned.
- d. Lido Learning reserves the right to modify class timings or assigned grades at any point of time.
 - i. Modifications, if any, will be communicated to the tutor by the 25th of the month.
 - ii. You would be expected to modify timings, if required, for the following month.
 - iii. Non-compliance with this may lead to a termination of the contract.

SECTION B - SCHEDULE B - Incentives & Deduction

1. Incentives - Regular + Demo classes

You will be eligible to receive the following incentives:

S. No.	Type of Bonus	Eligibility Criteria	Bonus Amount
1.	"No cancellation" bonus - Applicable if no leaves are taken.	5 - 40 classes/month	Rs. 750/month bonus
		41 - 69 classes/month	Rs. 1000/month bonus
		70+ classes/month	Rs. 1250/month bonus
2.	Referrals	Referring a Student who does not refund during the 4 week period	Rs. 3000/per student
		Referring a Tutor who successfully completes 1 months on the platform	Rs. 2500/per tutor

You will be eligible to receive the following incentives-

3.	Quarterly Performance Bonus (Student Learning + Student Rating + Parent/Lido Rating)	Performance based	Rs. 0 - 4000
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Demo Class Pay Incentives Structure

Since, the effectiveness of the demo classes is measured by the conversion of students to paid customers, the following is the compensation + incentive structure:

% conversions	Base Pay/class	Incentive/class
< 10%	100	0
10 - 19%	100	500
20 - 24%	100	700
25 - 29%	100	800
> 30%	100	1000

2. Deductions - Regular + Demo classes

You will be eligible to receive the following deductions -

S. No.	Type of Deduction	Eligibility Criteria	Deduction Amount and/or Penalty
1.	No show/Cancellations	Missing a class without prior information	No pay for that class plus a penalty of 75% of that class
		20% or more cancelled classes in a month (substitution requests)	Rs. 1500
		15% or more cancelled classes in a month (substitution requests)	Rs. 1000
		Class not taken	No compensation for the class

	<i>(Repeated events will lead to an HR warning and/or other serious consequences that may include termination of contract.)</i>		
2.	Late for a class	Upto 10mins (0-10)	Deduction of 10% of that class payment
	<i>(Repeated events will lead to an HR warning and/or other serious consequences that may include termination of contract.)</i>	Time between 10 - 20 mins	Deduction of 35% of that class payment
		More than 20 mins	Deduction of 50% of that class payment

** Repeated events will lead to an HR warning and/or other serious consequences that may include termination of contract.*

SECTION C - SCHEDULE C - MISCELLANEOUS

5. Set-Up Requirements

- a. Tutors are at all times expected to follow all class set-up norms, for demonstrations and classes. This includes but is not limited to following guidelines on these areas, as communicated by the Lido Learning team upon joining:
 - i. Lighting
 - ii. Camera Placement
 - iii. T-shirt
 - iv. Headphone
 - v. Internet Speed (with a minimum speed of 2 Mbps)
- b. Lido Tutors are expected to be presentable and professional in all their interactions with students and/or parents.

6. Substitution Requests

- a. Classes cannot be cancelled or rescheduled under any circumstances. In the case that you are unable to attend a class, you must request a substitution to the Lido Learning team. The team will inform you if this is accepted and whether a substitute has been assigned.
- b. All incentives and deductions relevant to substitutions (cancellations) will apply.
- c. Should you accept a substitution request within your regular work hours, you will be expected to accept said substitution, and will be compensated at your regular mutually agreed upon class rate. Substitutions outside regular work hours will also be compensated at regular pay per class.

7. No Shows and excessive leaves

- a. The contact will be void and no payments will be made if
 - i. You do not show up to more than 4 classes in a week without prior notice
 - ii. If you take more than 10 days of leaves in a month without prior intimation and/or a valid reason.

8. Absconding

- a. Should you miss a class and are not contactable via phone for a period of 24 hours, the contract will be void and no prior payments will be made.

9. Gross Misconduct

The following acts amount to gross misconduct. The list is indicative and non-exclusive:

- a. Misuse of information or assets
 - i. Any misuse of Lido content, brand name and/or assets would constitute as gross misconduct that may warrant termination of the contract. Any use for personal and/or alternative commercial purposes will be deemed as misuse.
- b. Violation of the Child Protection Policy. Refer Annexure III.
- c. Bullying and/or harassment (inclusive of physical, emotional or sexual).
- d. Discrimination (of students, parents, tutors or Lido Learning staff) on the basis of gender, caste, religion, sexual orientation and/or economic status.
- e. Inaccurate data reporting to the Lido Learning team, which may include leaves requested, absences from classes etc.
- f. Confidentiality breaches
 - i. All materials are copyrighted by Lido. You may not distribute, transmit, show, report, or use the contents of the Site for any purpose other than conducting a Lido Virtual Class, including the text, images, audio, and video.
- g. Defamation of the brand, including any communication on social media platforms that could bring disrepute to the company.
- h. Attending work under the influence of alcohol or illicit drugs.
- i. Use of unprofessional / abusive language towards students, customers and Lido employees
- j. Flagged Level 3 by the supervisor during observations or via customer complaints

10. Child Protection Policy

CHILD PROTECTION MANUAL

The Government of India ratified the Convention on the Rights of the Child on December 2, 1992. Under Article 1 of this Convention a “**child**” is defined as any human being below the age of eighteen years. For the purpose of this manual:

- The term “Applicable Law” means all applicable including but not limited to (i) statutes (including but not limited to the Child Labour (Prohibition And Regulation) Act, 1986, The Commissions For Protection Of Child Rights Act, 2005, Children Act, 1960, The Children (Pledging Of Labour) Act, 1933, The Hindu Minority And Guardianship Act, 1956, The Guardians And Wards Act, 1890), laws, acts, decrees, ordinances, subsidiary or subordinate legislation, orders, rules, regulations, constitutional provisions, treaties, conventions, rules of civil or common law or equity, notifications, directives and circulars of any Governmental Authority, (ii) provisions of approvals, licenses, permissions, authorizations, consents and concessions, whether from any Governmental Authority or otherwise, (iii) decisions, injunctions, judgments and awards of or agreements with any Governmental Authority, and (iv) generally accepted legal principles.
- The term ‘Child’ shall mean and include all children and young people under the age of 18 years old.
- The term ‘Child Abuse’ or ‘Abuse’ shall mean and include intended, unintended and perceived, whether habitual or not, abuse or maltreatment of a Child and shall constitute and include all forms of Physical Abuse and/or Emotional Abuse/ ill-treatment, Sexual Abuse, Neglect or negligent treatment or commercial or other exploitation in violation of any Applicable Law, resulting in actual or potential harm to the Child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power. It includes any act, deed or word which debases, degrades or demeans the intrinsic worth and dignity of a Child as a human being and unreasonable deprivation of his/her basic needs for survival such as food and shelter, or failure to give timely medical treatment to an injured Child resulting in serious impairment of his/her growth and development or in his/her permanent incapacity or death.
- The term ‘Emotional Abuse’ shall mean and include verbal abuse, mental abuse, and psychological maltreatment. It includes acts or failures to act by parents or caretakers that have caused or could cause, serious behavioural, cognitive, emotional, or mental trauma. This can include parents/caretakers using extreme and/or bizarre forms of punishment, such as confinement in a closet or dark room or being tied to a chair for long periods of time or threatening or terrorizing a Child. Less severe acts, but no less damaging are belittling or rejecting treatment, using derogatory terms to describe the Child, habitual tendency to blame the Child or make him/her a scapegoat.
- The term ‘Rights’ shall mean and include *inter alia* the rights of the Child to freedom of expression, thought and association, the right of the child to the enjoyment of the highest attainable standard

of health, the right to a standard of living adequate for the child's physical, mental, spiritual, moral and social development, the right of the child to education, the rights of the child to rest and leisure, the right of the child to be protected from economic exploitation and performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

- The term 'Risks' shall mean and include any potential or probable harm to the Child or any danger/ risk of a Child suffering Child Abuse or the violation of his/ her Rights.
- The term 'Sexual Abuse' shall mean and include inappropriate sexual behaviour with a Child. It includes fondling a Child's genitals, making the Child fondle the adult's genitals, intercourse, incest, rape, sodomy, exhibitionism and sexual exploitation. To be considered 'Child abuse', these acts have to be committed by a person responsible for the care of a Child (for example a baby-sitter, a parent, or a daycare provider), or related to the Child. However, please note that if a stranger commits these acts, it would be considered sexual assault within the meaning of the Applicable Law and shall be handled solely by the police and criminal courts attracting consequences under criminal law.

WHY IS CHILD PROTECTION IMPORTANT FOR LIDO ?

Child Protection involves keeping Children safe from the risk of harm caused by Neglect or Abuse (including Mental, Physical or Sexual Abuse). It aims at reducing Children's vulnerability by assuring them necessary care, protection and support to survive, develop and thrive. Child Protection is integrally linked to the rights of a Child. All Children without exception have the right to protection from abuse regardless of gender, ethnicity, disability, sexuality or beliefs.

LIDO's core values state that if each Child reaches his/her potential, our world will be a better place for all people. The welfare of the Child is paramount and a Child who is not protected from intentional or unintentional harm will not be able to reach their potential in education or in life. All LIDO Staff/Tutors have a professional duty to ensure the safety and protection of all Children involved in its activities and sphere of influence. The Staff/Tutor's adherence to LIDO Child Protection Manual will ensure that all reasonable steps are taken to protect Children in their care.

AIM

The aim of the LIDO Child Protection Manual is to promote good practice and provide Children with appropriate safety and protection whilst in the care of the Staff/Tutors. LIDO commits to Preventative Measures (as enlisted hereafter) that aim to decrease the probability and possibility of Child Abuse. In addition to the Preventative Measures, LIDO's further commits to enacting Protective Measures (as enlisted hereafter) for Children who have suffered Child Abuse or whose Rights have been violated.

Preventative Measures

1. LIDO will ensure that Staff/Tutors are aware that Child Abuse is an offence and therefore a serious concern. The Staff/Tutors will also be educated of the different risks to Children.
2. LIDO commits to enacting an appropriate level of due diligence on all new appointments. This will include a background and reference check on their suitability to work with Children.
3. All Staff/Tutors will have access to the Child Protection Manual and the mechanisms for reporting possible Child abuse.

Protective Measures

1. If at any point during employment a Staff/Tutors member is found to be in breach of the Code of Conduct they may be disciplined or dismissed according to a case to case basis in accordance with the terms in the LIDO's Disciplinary Policy.
2. If at any point before or during voluntary or paid employment Staff/Tutor member is deemed unsuitable to work with Children either upon a complaint made by a Child or for any other reason, such a Staff/Tutor member may be prevented from either commencing work or they may be disciplined or dismissed in accordance with the terms in the LIDO's Disciplinary Policy.

This clause is aimed to protect the Children from any person who is working for LIDO and is ostensibly complying with this Manual but has an unknown history or previous undeclared history in relation to Child Abuse or any related offences that such a person inappropriate to be employed due to the increased Risk to the Children.

3. LIDO will ensure that Staff/Tutors are regularly briefed and/ or updated with respect to the steps to be taken in case there are any Child might face a Risk or in case concerns arise regarding the safety of Children.

REVIEW

Taking into account LIDO's rapid expansion and development as an organisation this Manual should be reviewed and updated every year by the Human Resources Manager of LIDO [who will also be responsible for intimating the Staff/Tutors regularly of updates and revisions in the Policy, if any]. Particular note needs to be taken of the impending legislation focusing on '*The Integrated Child Protection Scheme* (ICPS).

LIDO's Child Protection Code of Conduct

For the purpose of this code of conduct, a Child will be considered to be any person under the age of 18 years and terms capitalised herein but not defined shall have the meanings assigned to them in the LIDO's Child Protection Manual.

1. Please note that while working for LIDO :

- Under any circumstances, You are not allowed to share your personal numbers/email Ids/location with the students.
- Keeping a child's mental health in mind, LIDO condemns kicking a child out/ muting a child out of class. These features are just for tech purposes and not behaviour management tools
- At any given point, you can not ask a child to join an individual class unless asked by LIDO management
- Develop relationships with Children which could in any way be deemed exploitative or Abusive
- Use language, make suggestions or offer advice which is inappropriate, offensive or Abusive
- Act in any way that intends to embarrass, shame, humiliate, or degrade a Child;
- Act in ways that may be Abusive or may place a Child at Risk of Abuse.
- Show discrimination of race, culture, age, gender, disability, religion, sexuality, political persuasion or any other status
- Behave/suggest physically or otherwise in a manner which is inappropriate or sexually provocative or may amount to Sexual Abuse;

If at any point during employment Staff/Tutors are found to be in breach of the Code of Conduct they may be disciplined or dismissed according a case to case basis in accordance with the terms in the LIDO's Disciplinary Policy.

If at any point during your employment , you feel that you have said/done something inappropriate during your class which may harm a child physically/Mentally/Sexually Please report the incident via phone and email to the HR office within 24 hours of the incident having occurred.

If you are unsure of whether an incident could cause harm to a child physically/Mentally/Sexually, Please follow the same protocol as above.

Further References that support this document:

International UN Convention on the Rights of a Child <http://www.unicef.org/crc/>

Children's Rights All children have needs and rights:

- The need for physical care and attention
- The need for intellectual stimulation
- The need for emotional love and security
- The need for social contact and relationships
- The right to have their needs met and safeguarded
- The right to be protected from neglect, abuse and exploitation
- The right to be protected from discrimination
- The right to be treated as an individual

Regional The scope of the Convention on Regional Arrangements for the Promotion of Child Welfare in South Asia. [Reaffirms India's commitment to UN Rights of a child] www.saarc-sec.org/

National THE JUVENILE JUSTICE (CARE AND PROTECTION OF CHILDREN) ACT, 2000 For further break down see http://www.childlineindia.org.in/cr_Nationallevel_constitution_1.htm

Future The Integrated Child Protection Scheme (ICPS) – Administered by the Ministry of Women and Child Development and based on the principles of “protection of child rights” and the “best interests of the child”. It aims to create a protective environment for children by improving regulatory frameworks, strengthening structures and professional capacities at national, state and district levels so as to cover all child protection issues and provide child friendly services at all levels. <http://wcd.nic.in/>