

Offer

To

Mr/Ms. \_\_\_\_\_

**Sub: Part time Tutoring offer**

Dear

This is in reference to our discussion with you for the Role of Teaching Consultant.

We are pleased to offer you the position of Part-Time **Teaching Consultant** on an honorarium as discussed.

The honorarium will be subject to change depending on the Company's requirement and your committment.

The details of the part time assignment will be mentioned in the joining letter.

Kindly refer the attached Annexures.

Offer letter will be valid once approved by MentoMe.

Thanking you.

Your's faithfully,

Director  
MentoMe  
(Hidefination Enterprises Pvt Limited's Venture)

## Letter

To

Mr/Ms. \_\_\_\_\_

Dear Sir/Madam,

### **Subject: Letter for Flexible/Part Time Engagement.**

We are pleased to offer you flexi/part time engagement with MentoMe. MentoMe is aHidefination Enterprise Pvt Limited venture. Having its office at 316, IJMIMA Tower, Mindspace, Malad West, Mumbai -400064.

Your engagement is basis the below terms and conditions.

Terms and conditions:

1. Type of Engagement
  - a. The person will be engaged on the following basis: Part Time/Flexibleteaching assignment.
  - b. Person can be engaged on full time basis agreement between both the parties.
  
2. Commencement of Engagement
  - a) Your engagement with MentoMe shall be effective from the date \_\_\_\_\_on which your profile was approved by MentoMe.But, the payment will start once you are assigned any student/students.
  - b) You need to submit the following documents.
    - i. Aadhar Card, Pan Card, Bank Details with age and address proof.
    - ii. Certificate relevant as per the engagement – earlier assignment.
    - iii. Copy of passport.
    - iv. Employment details.
    - v. Two reference details with Name, Address, Mobile and email. For verification other than relatives.
  - c) You will not breach any obligation binding to you by reason of entering into this letter agreement or performing any act which is against the policy of MentoMe.
  - d) Any misrepresentation or breach may lead to legal action as well.
  - e) You warrant that all the information relating to you and provided by you, to the MentoMe is true and accurate. Any incorrect information will lead to action.
  - f) Engagement Probation Period – 6 months but, extendable on the basis of performance.
  
3. Compensation & Benefits
  - a. As compensation, you shall be entitled to receive payout as per agreed terms and conditions.
  - b. You will be entitled for a pay out of Honorarium per child per subject or per hour or monthly, basis the agreed terms and conditions approved and agreed by you and MentoMe in writing.
  - c. In no case you can demand any change or higher Honorarium until it is approved in writing or agreed in writing.Increment will be basis performance and completion of one year period.
  - d. You will be paid at the end of the month as per MentoMe’s policy. Honorarium will be paid by 10<sup>th</sup> of every month.
  - e. Tax payout will be your sole responsibility - to meet all requirements under Indian tax laws in respect of all payments made or benefits given under this Contract including proper and timely tax compliance and the MentoMe disclaims liability for any taxes and other imposts for which you are liable personally. No liability shall attach to MentoMefor your failure to pay any such tax.

- f. You should agree to indemnify and keep indemnified and hold harmless MentoMe from and against any and all losses, costs, expenses, claims or demands
- g. MentoMe shall be entitled, at any time during your engagement, or in any event on the termination of your Engagement, howsoever arising, to deduct from your remuneration and any sums reimbursable to you by the MentoMe, any money due from you to the MentoMe including, but not limited to any outstanding advances, payment for excess holiday, overpayment of Honorarium and any other monies owed by.

#### 4. Duties & Obligations

The Your Engagement will be required to perform all tasks and will be required to accept all duties and responsibilities as reasonably requested by the MentoMe from time to time ("the Engagement's Duties"). In particular, the Engagement will have the following duties:

- a. Safeguard interests and reputation of the MentoMe at all time with no compromise on the policy terms.
- b. Except when prevented by any emergency, illness or accident you will devote your attention and skill to the affairs of the MentoMe and use your best endeavours to promote its interests.
- c. You shall adhere to execute, and fulfil all policies established by the MentoMe.
- d. Misconduct of any kind reported may lead to serious action.
- e. Your behaviour and conduct should be as per the code of conduct of MentoMe.

#### 5. Location of Engagement

- a. You shall be Engaged at the MentoMe from any location as per agreed terms and conditions.

#### 6. Office hours

- a. The MentoMe's normal business hours are:(otherwise than on all holidays as notified in writing by the MentoMe from time to time).You will be expected to work as per agreed terms or hours per week.
- b. Ensure, you devote time agreed and any deviation or change needs to be notified to MentoMe on priority. Last minute change is not acceptable.
- c. Two late reporting will lead to deduction of one class. It will be treated as absent.

#### 7. Holidays and Leave

- a. You will be entitled to public (preferred) holidays in every calendar year in addition to such public holidays as may be notified by the MentoMe from time to time.
- b. You will be entitled to avail leaves as per policy. Since, we are engaged on hourly basis and as per requirement.

#### 8. Confidential Information & Trade Secrets – Refer Annexure I

#### 9. Intellectual; Property – Refer Annexure II

#### 10. Removal ; Refer Annexure III

11. Amendments:MentoMe reserves the right to make reasonable changes to any of the terms and conditions of Engagement and you shall be notified of such changes by way of a general notice to all your Engagements. Any such changes shall take effect from the date of the notice.

#### 12. Notices

- a. Any notice or other written communication given under or in connection with this Contract must be delivered personally or sent by email.

- b. The MentoMe's address for service shall be its registered office or such other place as the MentoMemay notify from time to time.

13. Governing Law &Jurisdiction :This contract shall be governed by and construed in accordance with Indian law and each party to this contract submits to the exclusive jurisdiction of the Courts of Mumbai.

14. Miscellaneous - Refer Annexure IV

Please return a signed copy of this letter to indicate your understanding and acknowledgement of the terms and conditions contained herein.

15. After work commencement conditions:

- a. All faculty have to maintain discipline and strictly no personal or any confidential information will be exchanged between faculty and students(Email id, Mobile number, address etc)
- b. The dress code will be formal dress and maintained for all lectures.
- c. Lectures will be recorded as per required for better monitoring and experience.
- d. No recording or uploading of lecture videos will be done by faculty, strict action will be taken if any discretion is found.
- e. Incentives will be given on referrals and the respective incentive amount will be finalised by the management.
- f. You have to maintain teaching decorum and follow code of conduct while doing class/session for MentoMe. Any indecent or inappropriate behaviour will lead to strict disciplinary and legal action.

Signed on and on behalf of

Date:

I confirm that I have read and understood the aforesaid contract fully and by signing and returning to the MentoMe the duplicate copy hereof, I hereby accept the terms and conditions contained therein and agree that the same constitutes a valid and binding contract of Engagement between myself and the MentoMe.

Signed/Agreed

Name:

Date:

Place:

## Annexure I

### Confidential Information & Trade Secrets

- a. During the course of Engagement, you will have access to information (whether or not recorded in writing or on computer disk or tape) which the MentoMe treats as confidential or which has the necessary quality of confidentiality.
- b. Further, you understand that the MentoMe from time to time has in its possession information which is claimed by others to be proprietary and which the MentoMe has agreed to keep confidential. You agree that all such information shall be Proprietary or Confidential Information for purposes of this Agreement.
- c. Without limiting the foregoing, Confidential Information shall include:
  - I. Intellectual Property and Developments including technical data, and information relating thereto or any part thereof, any devices designed by the MentoMe or its affiliate, trade or business secrets of MentoMe or its affiliate;
  - II. Financial data, in particular, concerning budgets, the fees and revenue calculations, costs, sales etc figures, financial statements, costing, profits, profit margins, profit expectations and inventories of MentoMe and/or affiliates, commercial arrangements and negotiations, unpublished accounting information, business strategies, business plans, research and development projects, product formulae, processes, inventions, programs, designs, specifications, discoveries or know-how;
  - III. Confidential or proprietary information received from third parties and the identity of the MentoMe's clients and investors, any and all information, material and data provided by any client of the MentoMe or its affiliates;
  - IV. sales statistics, marketing surveys and plans, forecasts, budgets, costs, profit or loss, names, addresses and contact details of customers and potential customers or suppliers, licenses, prices, costs and your Engagement, customer and supplier lists, any other information or knowledge gained from the MentoMe or in the course of Engagement;
  - V. Information concerning the MentoMe or affiliates organizational and personnel matters (including Engagement related matters, contact details of any your Engagement of the MentoMe or its affiliates, training material used by the MentoMe or its affiliates), policies and procedures data and information relating to IT security protocols, all passwords and software used, owned leased and / or otherwise in the possession of the MentoMe or its affiliates;
  - VI. Manufacturing, distribution and technological data used in conducting the business of the MentoMe. Including details as to procurement, distribution, procedures and strategies, the fees, discounts, commissions and other credits of the MentoMe or Affiliate;
  - VII. Business data, particularly data relating to new products, projects, services, promotion campaigns, plans for future development, strategies, pricing agreements and joint ventures in which the MentoMe or affiliates is/are involved,
  - VIII. All data in respect of consultants, agents, representatives of the MentoMe and/or affiliates including details of their effectiveness and compensation, and commission;
  - IX. Details of this Agreement, including information and details relating to the Your Engagement's Honorarium and other benefits
  - X. Information which, to Your Engagement's knowledge, is not intended by the MentoMe for general dissemination;
  - XI. Information received by the MentoMe and/or Affiliate from third parties under obligation of confidentiality;
  - XII. Any information derived from any of the above
  - XIII. Any copies of the abovementioned information;
- d. You shall :

- I. Keep secret and shall not, at any time either during the Engagement or for the following period: after its removal, for whatever reason and whether directly or indirectly, use, disclose, divulge, communicate or reveal to any person (natural or artificial) for your own or another's benefit, any Developments or confidential, proprietary or secret information which has come to your knowledge during the course of the Engagement without the prior written consent of the MentoMe
  - II. Use your best endeavours to prevent the publication, disclosure or use of any such Confidential information
  - III. Enter into a Non-Disclosure Agreement ("NDA") and Confidentiality Agreement ("CA") with the MentoMe.
  - IV. Not directly or indirectly refer any information about the company on web based portals ie Social Networking Sites, Blog etc.
- e. The above restrictions shall not apply to divulging/disclosing information to such persons as may be:
- f. Authorised by the MentoMe in the course Engagement. The MentoMe's decision as to who shall be permitted to disclose such confidential information shall be final and binding on the Your Engagement.
- g. Further, the aforesaid restrictions shall not apply to the disclosure of any information which:
- I. Is or becomes generally available to the public, other than as a result of your disclosure;
  - II. Is disclosed to you by any third party otherwise than in breach by such third party of any obligation of confidentiality to the MentoMe,
  - III. Is required to be disclosed by any applicable law, regulation or order of the Court or by any competent judicial, regulatory, governmental or other authority or governmental agency. For the avoidance of doubt, the termination of this letter agreement or variation of any of its terms or conditions for any reason shall not affect the obligations of confidentiality set out above, except that they shall cease to apply to any information or knowledge which may come into the public domain other than by way of unauthorised disclosure in breach of the above obligations by you.
- h. During the term of Engagement, the Your Engagement will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former MentoMe or any other person to whom the Your Engagement has an obligation of confidentiality, and the Your Engagement will not bring onto the premises of the MentoMe or MentoMe's clients any unpublished documents or any property belonging to any former MentoMe or any other person to whom the Your Engagement has an obligation of confidentiality, unless consented to in writing by such former MentoMe or person.

## **Annexure II**

### **Intellectual Property**

(a) The Your Engagement has submitted to the MentoMe a complete report with all supporting documents relating to all the Confidential Information, Intellectual Property and all other information developed by the Your Engagement on or prior to the Commencement Date, which would be excluded from the scope of this Agreement. To preclude any possible uncertainty, the Your Engagement sets forth in Annexure attached hereto a complete list of all Intellectual Property, that the Your Engagement has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the Date of Engagement, that the Your Engagement considers to be his/her property or the property of third parties and that the Your Engagement wishes to have excluded from the scope of this Engagement. (b) You shall promptly and fully disclose to the MentoMe and keep confidential all inventions, discoveries, trade secrets, copyright works, designs or technical knowhow and improvements, whether or not patentable, and whether or not they are made, conceived or reduced to practice during working hours or using the MentoMe's data or facilities, which you develop, make, conceive or reduce to practice during your engagement, either solely or jointly with others (collectively, the "Developments") in the course of your Engagement. All Developments shall be the sole property of the MentoMe and belong to and be owned exclusively by the MentoMe, and you hereby irrevocably, absolutely and perpetually assign to the MentoMe, without further compensation, worldwide rights in respect of all of the right, title and interest in and to the Developments and any and all related patents, patent applications, copyrights, copyright applications, trademarks, trademark applications and trade names in India and elsewhere free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. Decisions as to the protection or exploitation of any intellectual property shall be in the absolute discretion of the MentoMe. (c) The Your Engagement agrees that all originals and all copies of any and all material containing, representing, evidencing, recording, or constituting all or part of the Developments, however and whenever produced (whether by Your Engagement or others) and whether or not protected under copyright law or patentable or protected under other intellectual property law, shall be immediately handed over to the MentoMe upon its creations and any copies thereof returned to the MentoMe upon termination of Your Engagement's Engagement for any reason (d) The Your Engagement agrees that the exclusive ownership of all content and/or part of Developments that is not protected under copyright laws and for other intellectual property law and/or that is not patentable shall be automatically and irrevocably transferred to the MentoMe from date of creation. (e) To the extent any assignment of the Developments cannot be made to the MentoMe or its designees, at present, the Your Engagement hereby irrevocably, absolutely and perpetually agrees to assign to MentoMe or its designees, all of the Your Engagement's right, title and interest including intellectual property rights therein or any part thereof. You hereby irrevocably, agree to transfer and assign to the MentoMe all of your entire right, title and interest in and to any and all inventions, discoveries, methods, copyrights, software, data, processes, products, improvements and developments whether or not published, confidential, protected or susceptible of legal protection and whether or not any attempt has been made to secure such protection, which were made, conceived or reduced to practice at any time during the course of your Engagement with the MentoMe (whether prior to or after the execution of this letter agreement) by you, in whole or in part at the expense of, on the premises of, with the assistance of the your Engagements or consultants of, or with the equipment or supplies of the MentoMe or any of its affiliates, and any and all other confidential information belonging to the MentoMe. If you are the author of any work, or a subject matter other than a work, that was created or was being created in the course of your Engagement, the MentoMe may use it in any manner. You consent to this use whether or not it would, but for this clause, infringe your moral rights. The Your Engagement explicitly waives all moral rights in the Developments.

(1) For the purposes of this clause, you agree promptly to take all action and sign and deliver all instruments as the MentoMe may require at any time hereafter. During and after the term of the Your Engagement's Engagement by the MentoMe, the Your Engagement shall and undertakes to assist the MentoMe, at the MentoMe's expense, in every proper way to (i) secure and maintain the MentoMe's rights hereunder and to carry out the intent of this Agreement and for vesting the MentoMe with full title of Developments and all rights, titles and interest including intellectual property rights therein and to enable the MentoMe, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages thereof.; (ii) to apply and prosecute registration applications in respect of intellectual property rights and the Developments for the MentoMe's benefit, in any and all countries; (ii) sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes. (g) You hereby constitute and appoint the MentoMe, its successors and assigns, your true and lawful attorney, with full power of substitution for you, and in your name, place and stead or otherwise, but on behalf of and for the benefit of the MentoMe, its successors and assigns, to take all actions and execute all documents on behalf of you necessary to effect the assignment set forth hereinabove. (h) Should the MentoMe be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any IPRS, due to any cause, the Your Engagement hereby irrevocably designates and appoints the MentoMe and each of its duly authorized officers and agents as the Your Engagement's agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of IPRs or protection in respect of the Developments, with the same force and effect as if executed and delivered by the Your Engagement



### **Annexure III**

#### **Removal ;**

(a) Notwithstanding anything contained herein, your Engagement may be terminated by the MentoMe without notice and without payment of compensation or in lieu of notice if you are guilty of fraud, negligence, misconduct or in any way breach the terms of this letter agreement. Without limiting the above, the MentoMe shall be entitled to terminate the Engagement summarily by written notice and without any payment in lieu of notice (but without prejudice to the rights and remedies of the MentoMe for any breach of this Contract and to your continuing obligations under this Contract) in any of the following events

- (1) If you have committed any criminal offence or been guilty of any gross misconduct whether during the performance of your duties or otherwise which, in the opinion of the MentoMe, renders you unfit to continue as an your Engagement of the MentoMe or which would be likely adversely to prejudice the interests of the MentoMe.
- (2) If you wilfully abuse or misuse the MentoMe's computer system, or any password relating to that computer system or gain access to any file or load any information or program contrary to the MentoMe's interests or procedures.
- (3) If any information relating to your suitability for Engagement provided to the MentoMe in the course of applying for Engagement is found to be materially false or misleading.
- (4) If you are subject to immigration control in India, your Enagement shall be conditional upon you having been granted leave to enter into, remain and take up Enagement in India, such leave being valid and subsisting at all times and not being subject to any condition precluding or restricting the Engagement

## **Annexure IV**

### **Miscellaneous**

(a) No collective agreements (which are otherwise applicable under the Industrial Disputes Act, 1947) apply to your Engagement as it is a Flexible and Part Time engagement with your consent.

(b) This contract sets out the entire agreement and understanding between the Parties in connection with the Engagement and supersedes any previous contract or agreement between you and MentoMe.

(c) The MentoMe may hold and process, whether electronically or manually, the data it collects in relation to you in the course of the Engagement for the purposes of the MentoMe's management and administration of its business and of other your Engagements and for compliance with applicable procedures, laws and regulations and you hereby consent for the same. The MentoMe or its agents may transfer, store and process such data whether in India or any other place for the above purposes.(e) The Your Engagement agrees, recognizes and acknowledges that:(1) he/she has been provided with a copy of this Agreement for review prior to signing it, that he/she has reviewed it and that he/she understands the terms, purposes and effects of this Agreement, and that he/she has signed the same only after having had the opportunity to seek clarifications; that he/she has been given a signed copy of this Agreement for his/her own records, he/she has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him/her. He/she has executed this Agreement of his/her own free will and without relying upon any statements made by the MentoMe or any of its representatives, agents or your Engagements. This Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the MentoMe,(ii) if he/she violates any of the terms of this Agreement, the MentoMe will suffer irreparable injury and damages the amount of which cannot be adequately measured in monetary terms and that an adequate remedy at law will not exist;(iii) In view of the above, the MentoMe shall be entitled to injunctive relief, in addition to any other remedy available at law or in equity, in the event he/she violates any of the terms or conditions of this Agreement.

## GUIDELINES FOR TEACHERS

- 1) High speed broad band
- 2) Laptop/Smart Phone
- 3) Zoom tools
- 4) White Board App
- 5) Camera
- 6) Punctuality
- 7) Two late will be considered 1 off
- 8) Follow the given timetable
- 9) No personal information to be shared neither asked e.g. contact number, mail ids etc.
- 10) Voice clarity on mic
- 11) Lecture should be planned and prepared before hand
- 12) Questionnaires and sample papers preparation
- 13) Chatting is not allowed
- 14) Avoid taking personal calls during the class
- 15) Eating is not allowed
- 16) Keep a friendly and respectable tone
- 17) Class may be recorded and uploaded
- 18) Make yourself look good
- 19) Decent dressing
- 20) In case Wi-Fi does not work keep a back plan (mobile data ,hotspot etc.) ready
- 21) Gadgets to be charged prior
- 22) Extra class can be taken during exams after prior information
- 23) Missed class should be compensated.