

January 1, 2022

To,

Dear Trainer/ SME,

Sub: Letter of Intent

Further to the discussions you had with us, we are pleased to empanel you as a Subject Matter Expert in Endorphin Corporation on a retainer basis on the following terms and conditions:

1. Your professional fees would be as per the Annexure - 1 inclusive of all taxes based on satisfaction of the Endorphin Corporation and completed assigned task and project as agreed between the parties. Payments are released on a specific day as per the practice in the organization. It is currently on 7th of every month however, it may be subject to change.

Endorphin Corporation will deduct applicable statutory deductions; viz. tax deductible at source as per the provision of the Income Tax Act, 1961, from the payment payable to the Associate Trainer/ Resource Person and provide the Associate Trainer/ resource person with the requisite TDS certificates under the requisite provisions of the Income Tax Act, 1961.

2. The period of this contract will be from January 1, 2020 to December 31, 2020 (inclusive both days). This contract is valid for this said period and accordingly gets self-terminated on December 31, 2020, unless it is extended further, in writing. You would not be eligible for any other benefits.
3. You will render your professional services to our firm on a Contractual basis for a temporary period mentioned in point 2 above.
4. This offer can be terminated by Endorphin Corporation by giving 30 days' notice in writing and the retainer-ship will stand terminated on the expiry of the period of notice.
5. You shall not, during the tenure of this arrangement, work for any other entity or similar business activity that will compete directly with the product being constituted through this agreement. At any time during or after the signing of this contract, you shall not use or disclose or divulge to any other Company / Firm / Person any trade secrets or know how of Endorphin Corporation or any of the information gathered by you on the business and affairs of the firm.
6. You will be governed by the firm's rules and regulations as enforced from time to time in respect of matters not covered by this letter. The firm's decision on all such matters shall be final and binding on you.
7. You will arrange to take care of your tax liabilities i.e. Income Tax and Profession Tax or any other as may be applicable on the previously mentioned remuneration and the firm will not be liable for the same at any time.

Please sign the copy of this letter as a token of your acceptance to the above terms and conditions.

Your's Sincerely

I accept above terms and conditions.

Mr. Ashish Khandekar

Ms./ Mr.

Director/ Proprietor

S. M. E.

Non-Disclosure Agreement

This Non-Disclosure Agreement is made at Pune on January 1, 2022.

Between:

The Subject Matter Expert; hereinafter referred to as "S.M.E." [which expression shall where ever the context so requires or admits, mean and include her executors, administrators, successors, attorneys, representatives and permitted assigns], on one part

AND

Endorphin Corporation a firm incorporated under the establishment's Act, 1948, having its registered office at 23, Prashant Nagar, Shastri Road, Navi Peth, Pune 411030; represented through its authorized signatory Mrs. Girija Khandekar hereinafter referred to as "Endorphin Corporation" which expression shall where ever the context so requires or admits, mean and include its successors, and permitted assigns) on the second part.

S.M.E. and Endorphin Corporation hereinafter collectively referred to as Parties and individually as Party A and Party B respectively.

In order for the parties to discuss/ have an agreement on the design and execution of training programs, they may need to disclose confidential or proprietary information to each other.

Whereas, the party disclosing the information is hereinafter referred to as the disclosing party and the party to whom the information is disclosed to be hereinafter to as the receiving party.

The Parties hereby agree to protect each other's Confidential Information disclosed before or after the execution of this Agreement on the following terms:

1. "Confidential Information" Each party shall keep all information received from the other party in whatever form (whether written, oral or other tangible or intangible form and whether marked confidential or not) including but not limited to in the form of intellectual property, trade secrets, proprietary information etc. as strictly confidential except the following.

- a) was already in the public domain at the time it was disclosed;
- b) was known to the Receiving Party to be free of restriction at the time of disclosure;
- c) is disclosed with the prior written approval of the Disclosing Party;
- d) becomes known to the Receiving Party free of restriction from a source other than the
- e) Disclosing Party without breach of this Agreement; or
- f) is disclosed pursuant to the order or requirement of a court, administrative agency, or
- g) other governmental body, provided that the Disclosing Party be given reasonable notice
- h) of such disclosure, if possible. So that the Disclosing Party may seek a court order to protect the Confidential Information.

The Party claiming any of the above exceptions has the burden of proving its applicability.

The absence of any marking or statement that particular information is Confidential Information shall not affect its status as Confidential Information. However, the Disclosing Party must confirm by written notice to the Recipient within 30 days of disclosure that the information disclosed in non-documentary form was confidential information.

2. **Non-Disclosure:** Each Party shall use all reasonable endeavors to keep the other's Confidential Information secret. Each Party shall use at least the same degree of care to avoid unauthorized disclosure or use of the other's Confidential Information as it employs with respect to its own Confidential Information of like importance.

3. If either Party becomes legally obligated, or receives another legal demand, to disclose any of the other Party's Confidential Information, the Party subject to the obligation shall notify the other Party in writing immediately, shall co-operate with the other Party in seeking a protective order or other appropriate remedy, and shall use all reasonable endeavors to protect the confidential and proprietary status of any disclosed Confidential Information.

4. Neither Party may print or copy, in whole or in part, any documents or any other media containing any Confidential Information of other Party without the prior written consent of such other party, other than copies for its officers, directors, employees or advisers who are working for the purpose referred above only on need to know basis.

5. Each Party's Confidential Information shall remain its own property. Upon the termination of the business relationship or upon request, whichever is sooner, each Party shall return all of the other's Confidential Information, or destroy it and provide the other party with written certification of such destruction, except for archival and back-up copies that are not readily available for use and business records required by law to be retained.

6. Any generation of the intellectual property intentionally created for the subject matter for which a Trainer/ resource person is assigned, will remain intellectual property of the assigner (here Endorphin Corporation) and it reserves the rights to use it after the tenure of his agreement.

7 **Non-Compete:** Neither Party may use the other's Confidential Information for competing with the other Party, directly or indirectly, or for any other commercial purpose including its own internal use, without first executing an agreement with the other Party specifically permitting such use during the terms of this Agreement and for a period of 3 (Three) years from its termination or earlier determination.

8 **Severability:** If any provision, or any part of a provision of this Agreement is declared, or is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, then that provision or any such part of it shall, to that extent, be deemed not to form a part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

9 **Notices:** All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed effective and properly served: (i) if

delivered during regular business hours at the office of the Party(ies) herein set forth. Such communication shall be given by facsimile, commercial delivery service or sent by certified mail, postage prepaid and return receipt requested as under

10 **Copyright:** All the intellectual property created, with or without the help of other representatives of Endorphin for the purpose of use for the projects by Endorphin will be considered Endorphin's Intellectual Property. It will be entitled to copyright by Endorphin Corporation and no resource can claim right on such intellectual property thereafter.

The Name, Address and Contact Details of both the parties shall be deemed current as mentioned

For Party A – As submitted on the form as a part of which this agreement is being concluded.

For Party B – As mentioned on the website at the time of concluding this agreement.

A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

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11 **Remedy:** Parties agree that in the event of a breach or threatened breach by Associate Trainer, any of the provisions of this Agreement, Endorphin Corporation shall in its sole discretion have adequate remedy in money damages i.e. penalty of professional fees up to two months from Associate Trainer and or forthwith determination of services of Associate Trainer and accordingly shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it.

12. **Relationship:** This agreement does not constitute either Party an agent, legal representative, or partner/ Joint venture of the other party for any purpose whatsoever and save as expressly provided herein or otherwise agreed in writing. Neither Party is in any way authorized to' make any contract, agreement, warranty or representation on behalf of the other Party and each Party undertakes not to do so.

13. **Governing Law and Jurisdiction:** This Understanding shall be governed and construed in accordance with the laws of India and the courts at Pune will have sole and exclusive Jurisdiction.

14. **Term:** This Agreement shall subsist from January 1, 2020 to December 31, 2020 and shall automatically stand terminated on December 31, 2020, unless mutually renewed by both the parties in writing. This agreement shall be terminated by Endorphin Corporation by giving the Associate Trainer/ resource person, a written notice of 7 days if the Associate Trainer/ resource person violates any of the conditions of this agreement. Upon expiration or termination of this Agreement, the rights

and obligations of the Parties shall cease except any obligations incurred by either party prior to the expiration of this Agreement shall survive for a period of three (3) years and be governed by the terms herein.

15. **Arbitration and Conciliation:** The parties shall, as far as possible, resolve all disputes that may arise between them in connection to this Agreement, amicably between themselves. In the event the parties fail to resolve such disputes amicably, then such difference or dispute shall be referred to the sole arbitration to be mutually appointed. The Arbitrator to be so appointed shall conduct the Arbitration Proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue for such Arbitration shall be Pune and the arbitration proceedings shall be conducted in English. The appropriate Courts in Pune shall have jurisdiction over all matters connected to this Agreement. Award granted by an arbitrator shall be final and binding on the parties.

16. This Agreement represents the entirety of the agreement of the parties relating to the disclosure of the confidential and/or proprietary information and shall not be waived, amended, or assigned by either party except by written consent of the other party.

17. No amendment or modification of this Agreement shall be binding on the parties unless made in writing and duly executed by each of the parties.

18. This Agreement shall become effective on the date of execution.

In witness thereof, the parties have caused their authorized representatives to execute this agreement in duplicate as of the day and year first above written

For Endorphin Corporation

For Resource Person

Mr. Ashish Khandekar
Director/ Proprietor

Ms./ Mr.
S. M. E./ Trainer

Annexure 1

Financial Details:

Promotional Activities Remuneration	N/A
Training Remuneration per course	Rs 15000
Other Routine Engagement Activities	T. B. D.
Tax Implication at Endorphin	to be managed by Endorphin
Tax Implication at Resource	to be managed by S.M.E.