



## Teacher IP Rights and Liability Waiver Agreement

By giving e-approval (in the form), the Teacher acknowledges his/her appointment as a Raga Labs teacher. He/she will follow the rules and regulations set by IndianRaga Inc (hereafter referred to as the Company).

### Conflict of Interest - Non-Solicitation

The teacher hereby commits to not solicit anyone including but not limited to students, artists, parents that they may encounter during their engagement with the Company to provide services, professional or otherwise, outside of the Company for a period of two years after the termination of their tenure with the Company.

If any potential conflict of interest does arise, the teacher hereby agrees to promptly notify the Company management at [info@indianraga.com](mailto:info@indianraga.com)

Potential conflict of interests include but are not limited to:

- Teacher or their immediate family members soliciting or responding to enquiries from the Company students or artists for educational or performance opportunities outside of the Company ecosystem
- Teacher or their immediate family members offering the Company owned IP or content as part of their non-Company activities or services

### Trade Secrets and Confidential Business Information

The teacher shall not, while working with the Company, disclose or use for the benefit of themselves or any other person, partnership, firm, corporation, association, or other legal entity, any of the trade secrets or confidential business information of the Company. Trade secrets of the Company include, but are not limited to, any and all management information, educational content and methodology, audio-visual content, proprietary and technical information of the Company in the nature of teaching techniques, lesson plans, services, systems, inventions, and the like employed by the Company and/or its affiliates in India or abroad in the development and operation of its educational products and services.

Confidential business information of the Company includes any information other than trade secrets that is of any value or significance to the Company and not generally known to competitors of the Company nor intended by the Company for general dissemination, including but not limited to, policies, strategies, lists of the Company's current or potential customers, prospective leads or target accounts, the identity of various suppliers of products or services, pricing schedules, computer programming needs of its customers, information as to the profitability of specific accounts, and information about the Company itself and its executives, officers, directors and employees.



### **Restrictive Covenants**

The Teacher will at all times be alive to the need to maintain the reputation of the Company and refrain from taking any action or making any statement that could discredit the reputation of Company or its products or services. During the tenure with the Company the Teacher shall not, directly or indirectly, either as an individual or as a partner, employee, consultant, adviser, agent, contractor, director, trustee, committee member or office bearer own or operate in India or elsewhere a business products or services that bear the brand or likeness of the Company including but not limited to name, logo, marketing templates, product and service names.

Within the one (1) year period immediately following separation from the Company regardless of the reason thereof, the Teacher shall not solicit, induce, aid or suggest to any of the employees, consultants to, or other persons having a substantial contractual relation with the Company to leave such employ, cease counselling or terminate such contractual relationship with the Company.

### **Duty to Return Company Property**

The Company properties and assets including, but not limited to, the Company products, customer correspondence, internal memoranda, photocopies of products and designs, sales brochures, price lists, customer lists, any customer information, sales literature, notebooks, computer training materials, textbooks, and all other like information or products, including all copies, duplications, replications, and derivatives of such information or products, acquired by the Teacher at any time during employment, shall remain the exclusive property of the Company and shall be returned to the Company no later than the final date of the tenure with the Company. Until such time as all such property is returned as above mentioned, the Company shall be entitled to withhold any honoraria, emoluments or other payments due then or in future payable to the Teacher, and may further, at its discretion, deduct there from the full value of the said property/properties calculated at its then replacement price. This is always without prejudice to the Company's rights in law to take such other legal action against the Teacher as is applicable to it as also to its right to recover the full amount of the replacement price, if the dues then payable to the Teacher are not sufficient to cover fully the said replacement price. The Company shall be entitled to recover and the Teacher shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's property and/or any damage occasioned to the Company's property whilst in the custody of or entrusted to the Teacher.

### **Audio/Visual recording**

The Teacher hereby gives consent for them to be recorded in audio and/or visual formats for the documentation purposes of the Company. Any such recordings (photographs, video, sound recordings, etc) may be subsequently used without compensation to them for advertising, and/or publicity purposes at the discretion of the Company.