

Instructor's Contract

This agreement is made as of **15th April**, **2022**, between **Valeem** and **Ali Raza** holding CNIC number: **4220146812105**.

1. Services:

Instructor shall provide the following services:

- Take online classes according to the promised/published schedule.
- Maintain a professional relationship with the student(s).
- The instructor shall share online learning resources and conduct online consultation to help students.

In addition, the Instructor shall perform such other duties and tasks, or changes to the services, as may be agreed upon.

2. Compensation:

- The instructor will be setting up the course fee at the time of course announcement.
- The instructor will be paid 70% of the course(s) fee for group classes, launched and conducted till **15th October**, **2022**. This is an exclusive one time offer for the instructor and only applicable for programs within the stated time frame.
- The payments will be made between by 15th of every month by Valeem for the services provided in the preceding month upon successful completion of all classes.

3. Expenses:

Valeem shall NOT reimburse the instructor for any expenses. All costs and expenses incurred by the instructor in connection with the performance of the services shall be the sole responsibility of the instructor.

4. Term and Termination:

Instructor's engagement with Valeem under this agreement shall commence on **15th April**, **2022** and is valid till **15th October**, **2022**. The parties agree and acknowledge that this agreement shall terminate upon the completion of the services by the instructor. At the time of termination, Valeem will revoke the access of all the accounts created by us including Valeem instructor's profile.









5. Valeem Instructor:

• The instructor does not have any authority to enter into agreements or contracts on behalf of Valeem, and shall not represent that it possesses any such authority. The instructor shall not be entitled to any of Valeem's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans.

6. Confidentiality:

The instructor will NOT be exposed to confidential information.

a. Confidential and Proprietary Information:

In the course of performing the services, "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, proprietary concepts, internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Valeem considers confidential and proprietary. The instructor acknowledges and agrees that the confidential Information is valuable property of Valeem, developed over a long period of time at substantial expense and that it is worthy of protection.

b. Confidentiality Obligations:

Except as otherwise expressly permitted in this agreement, the instructor shall not disclose or use in any manner, directly or indirectly, any confidential information either during the term of this agreement or at any time thereafter, except as required to perform the services or with prior written consent.









c. Rights in Confidential Information:

All Confidential Information disclosed to the instructor by Valeem (i) is and shall remain the sole and exclusive property of Valeem, and (ii) is disclosed or permitted to be acquired by the instructor solely in reliance on the instructor's agreement to maintain the Confidential

Information in confidence and not to use or disclose the Confidential Information to any other person. This Agreement does not confer any right, license, ownership or title to the Confidential Information to the instructor.

7. Ownership of Work Product:

The parties agree that all work product, information or other materials created and developed by the instructor in connection with the performance of the services under this agreement and any resulting intellectual property rights are the sole and exclusive property of the instructor.

8. Non-Solicit:

The instructor agrees and covenants that for a period of **12 months** following the termination of this agreement, he/she will not, directly or indirectly, solicit any other instructor or student of Valeem for the purpose of inducing such party to terminate its relationship with Valeem in favor of the instructor or another business directly or indirectly in competition with Valeem.

9. Instructor's Representation and Warranties:

The instructor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the services under this agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the services according to specifications and with the standard of care prevailing in the industry.

10. Disputes:

Any dispute arising from this Agreement shall be resolved through mutual communication and understanding.









11. Assignment:

The interests of the instructor are personal to the instructor and cannot be assigned, transferred or sold without the prior written consent of Valeem.

12. Notices:

Any notice or other communication given or made to either party under this Agreement shall be emailed on registered mail.

13. Further Assurances:

At the request of one party, the other party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Instructor's Name: Ali Raza

Instructor's Signature:

Ujala Zaidi Assistant Project Manager (Valeem)

Signature:





ValeemOnline

