

of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

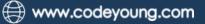
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







${\rm I}$ Priyanka N,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Susmitha T,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.







JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

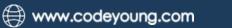
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

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If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

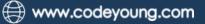
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

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5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







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The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear B A Keerthi,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.









JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

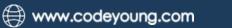
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

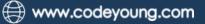
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I B A Keerthi,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
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With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Sambhram Tailang,

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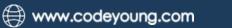
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During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

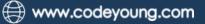
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Sambhram Tailang,

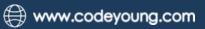
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Mamilla Girish Kumar Reddy,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.





JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

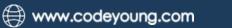
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

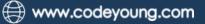
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Mamilla Girish Kumar Reddy,

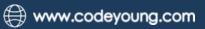
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear B Rohan,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.





JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

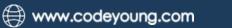
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

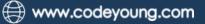
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I B Rohan,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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HR 2.01 F10 - Data Consent Form

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With regards,

Shailendra Dhakad Director Codeyoung





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The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Rakshitha Jagadish,

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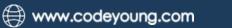
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Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

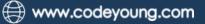
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Rakshitha Jagadish,

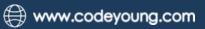
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Sai Meghana,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.







JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

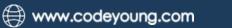
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

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The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







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22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

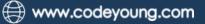
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Sai Meghana,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Tanya S Prasanna,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.







JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

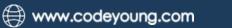
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

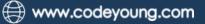
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

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I Tanya S Prasanna,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

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I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

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Name







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Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
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With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Thanushree V,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

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or



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13. USE OF SOFTWARE AND SYSTEMS ACCESS

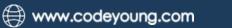
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

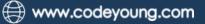
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







$\ensuremath{\mathrm{I}}$ Thanushree V,

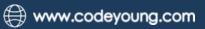
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Amanda Shereen,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.





JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

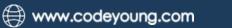
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• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

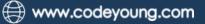
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

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Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Amanda Shereen,

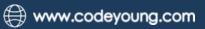
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Kushaal B S,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.









JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

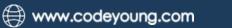
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

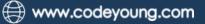
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

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${\rm I}$ Kushaal B S,

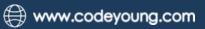
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SIGNATURE

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

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Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

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A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Benjamin Zachariachen,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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or



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Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

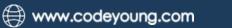
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

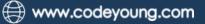
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Benjamin Zachariachen,

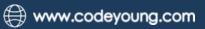
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Ananya S,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.









JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



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Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

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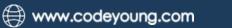
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• Do not disclose personal data without authority









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In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

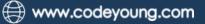
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Ananya S,

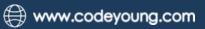
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Lohith Arvan s,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.







JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

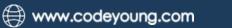
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

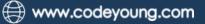
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

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\boldsymbol{I} Lohith Aryan s,

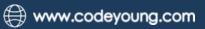
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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
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A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





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The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Rohit Ramesh Chavan,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

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Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

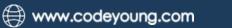
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority









- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

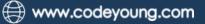
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Rohit Ramesh Chavan,

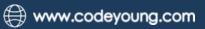
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name







HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung





www.codeyoung.com



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121 www.capgemini.com/in-en

Superset ID: 3456916

Letter of Intent ("LOI")

December 17, 2022

Dear BORRA MANOJ REDDY,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company).

You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

Please note that it is essential for you to participate, effectively leverage and successfully complete this program as a prerequisite prior to being onboarded as an employee with Capgemini.

We request you to carefully read and understand the Terms and Conditions of this Letter of Intent with Annexures hereto (hereinafter referred to as LOI).

- A Please note that your name mentioned in this LOI will be used to create your records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please notify before commencement of training. Please note that no changes to the record can be made later in time. The name provided by you should match with the identification documents submitted to the Company, such as Aadhar Card, PAN card, Passport, etc.
- B We are proposing compensation package and benefits post-onboarding, the details of which are set forth in **Annexure 1** to this LOI.
- C Upon accepting this LOI, you will be required to submit a set of documents as mentioned in the **Annexure-2**. Thereafter, you will be provided access to our pre-onboarding training program, as applicable. This will enable you to learn and master the concepts and skills required to be industry ready. The pre-onboarding training program can include physical classroom training/ self-paced e-learning/ hybrid model of training. The learning journey will be inclusive of assignments, assessments, hackathons/ competitions, and webinars as deemed appropriate by Capgemini.
- D The progress made by you in this learning journey would not only help you in getting onboarded but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.
- E Pre-onboarding training Program and Terms & Conditions of the LOI
 - 1. <u>Pre-onboarding Document Verification:</u> Capgemini adheres to a strong document verification of process. As a part of this process all the personal, educational and professional (if Registrant Content of the personal document verification).

applicable) information provided by you is verified, therefore you are subject to a detailed document verification as per the Company process of the document set submitted by you as per Annexure 2

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks before and during your tenure in Capgemini and by accepting this LOI you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

- 2. <u>Pre-onboarding Training Program:</u> This may also include pre-onboarding training programs as may be applicable to you and that may be a combination of trainings, assessments, working on client projects & assignments. Post issuance and acceptance of this LOI, you will be communicated appropriately about the pre-onboarding training program you have to successfully complete within stipulated time as per the Company expectations and parameters. By accepting this LOI, you agree to adhere to the terms and conditions of the training program as communicated to you by the Company. Further, please be advised that the Company may consider issuance of Employment Offer Letter ("Offer") based on your performance in the assigned pre-onboarding training program and as per the business requirements.
- F Post successful completion of your pre-onboarding training program, final semester degree/ diploma examination and as per the Company's business requirements you will be eligible (Subject to Clause E) for the final Offer. You agree and acknowledge that the final Offer shall be subject to: -
 - 1. Your successful completion of all curricular requirements within the stipulated timeframe, as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ timeline/ grade/ rank/ class as determined by Capgemini.
 - 2. All the eligibility requirements laid down by Capgemini as mentioned during the recruitment process.
 - 3. The business and skill requirement of the Company.
 - 4. The date of joining and the location of your employment will be purely based on business requirements of Capgemini and the skill set as assessed by Capgemini.
 - 5. The location of your initial reporting, post-onboarding training and the date of your joining for the same would be communicated to you in due course of time. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting.

Note 1: Your employment with Capgemini will be conclusive on you executing the Offer with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini. Post your onboarding with the Company, you may be required to (i) work on any client or Capgemini project(s) that are assigned to you from time-to-time, (ii)on any technical platforms/skills and or work in shifts as per the requirement of project/assignment/client (including night shifts).

Note 2: After commencement of employment you will be on probation for a period of six months from your date of joining and subject to the probation policy of the Company your employment will be confirmed. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodiative of your further during such training period. Capgemini reserves the right to decide the continuance of your further reconstructions are provided as the reserves the right to decide the continuance of your further reconstructions.

training and your employment depending on your performance in its opinion.

- G The Company reserves the rights to withdraw and/or cancel your candidature, in case of the following circumstances:
 - 1. Any active backlog in your academics discovered pre or post Onboarding training commencement.
 - 2. In case the Company discovers any fraudulent means/ malpractice/ misrepresentation/ concealment of information by you during the interview process/ pre-onboarding training program or the recruitment process to seek employment including but not limited to misrepresentation of information/ forging or fabrication of documents in resume/ academic score sheet or documents submitted, malpractice during the assessment and or interview process etc.
 - 3. Any delay in submitting any of the documents/requirements for completion of any verification process (pre-onboarding or pre-offer) as required by the Company within the stipulated timelines
 - 4. For not agreeing to the project/assignment/location assigned by the Company or seeking change in onboarding/ training/ work location and/or delaying/ deferring the onboarding due to any reasons/ preferences whatsoever which further leads to no Offer from the Company
 - 5. Disobedience by you to any of the mentioned Terms and Conditions in the LOI
 - 6. Any act or omission which is in violation of any Company policy.
- H This is a highly Confidential and Private document. You are required to treat this LOI and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.
- I You agree and acknowledge that this LOI should not be construed as an offer of employment from Capgemini or any promise thereto. Subject to the terms of this LOI the Company may at any time, at our discretion, revoke this LOI.

We would request you to review the above terms and let us know if they are acceptable to you, within the acknowledgment deadline from the date of the issuance of this LOI (the details as would be mentioned on the portal used for the said purpose).

Should you have any query, please to contact <u>fresherhiring.in@capgemini.com</u>, please ensure you mention your name, registered email id, superset id and details of the query.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

This is a computer-generated document. No signature is required. This document is containing confidential information

REGISTRAR

ANNEXURE 1

BORRA MANOJ REDDY, Analyst

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000 (Rupees Four Lakh only)**. Subject to the terms of the LOI and on completion of 1 year of service from your date of joining the employment of Capgemini, you will receive fixed one-time incentive of **INR 25,000(Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

Acceptance

I have read and understood the contents of this LOIs and accept all the terms and conditions of this LOI in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This LOI supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

I state that my acceptance of the LOI on the electronic portal to be construed as my acceptance and acknowledgment of this LOI and will act as physical acceptance of the same.

ANNEXURE 2

Documents for LOI acceptance

- 1. SSC Certificate
- 2. HSC Certificate
- 3. Diploma all marksheets
- 4. Diploma provisional certificate/ Degree Certificate
- 5. If Graduation, marksheets upto 6th Semester
- 6. If Post Graduation, all Graduation Marksheets, Graduation Degree Certificate and marksheets upto second semester for Post Graduation
- 7. Passport size photo
- 8. Government ID Proof

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

anne REGISTRAR



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121 www.capgemini.com/in-en

Superset ID: 3465553

Letter of Intent ("LOI")

January 06, 2023

Dear DHANUSH G,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company). You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

Please note that it is essential for you to participate, effectively leverage and successfully complete this program as a prerequisite prior to being onboarded as an employee with Capgemini.

We request you to carefully read and understand the Terms and Conditions of this Letter of Intent with Annexures hereto (hereinafter referred to as LOI).

- A Please note that your name mentioned in this LOI will be used to create your records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please notify before commencement of training. Please note that no changes to the record can be made later in time. The name provided by you should match with the identification documents submitted to the Company, such as Aadhar Card, PAN card, Passport, etc.
- B We are proposing compensation package and benefits post-onboarding, the details of which are set forth in **Annexure 1** to this LOI.
- C Upon accepting this LOI, you will be required to submit a set of documents as mentioned in the **Annexure-2**. Thereafter, you will be provided access to our pre-onboarding training program, as applicable. This will enable you to learn and master the concepts and skills required to be industry ready. The pre-onboarding training program can include physical classroom training/ self-paced e-learning/ hybrid model of training. The learning journey will be inclusive of assignments, assessments, hackathons/ competitions, and webinars as deemed appropriate by Capgemini.
- D The progress made by you in this learning journey would not only help you in getting onboarded but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.
- E Pre-onboarding training Program and Terms & Conditions of the LOI
 - 1. <u>Pre-onboarding Document Verification:</u> Capgemini adheres to a strong document verification; process. As a part of this process all the personal, educational and professional (i)

applicable) information provided by you is verified, therefore you are subject to a detailed document verification as per the Company process of the document set submitted by you as per Annexure 2

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks before and during your tenure in Capgemini and by accepting this LOI you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

- 2. <u>Pre-onboarding Training Program:</u> This may also include pre-onboarding training programs as may be applicable to you and that may be a combination of trainings, assessments, working on client projects & assignments. Post issuance and acceptance of this LOI, you will be communicated appropriately about the pre-onboarding training program you have to successfully complete within stipulated time as per the Company expectations and parameters. By accepting this LOI, you agree to adhere to the terms and conditions of the training program as communicated to you by the Company. Further, please be advised that the Company may consider issuance of Employment Offer Letter ("Offer") based on your performance in the assigned pre-onboarding training program and as per the business requirements.
- F Post successful completion of your pre-onboarding training program, final semester degree/ diploma examination and as per the Company's business requirements you will be eligible (Subject to Clause E) for the final Offer. You agree and acknowledge that the final Offer shall be subject to: -
 - 1. Your successful completion of all curricular requirements within the stipulated timeframe, as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ timeline/ grade/ rank/ class as determined by Capgemini.
 - 2. All the eligibility requirements laid down by Capgemini as mentioned during the recruitment process.
 - 3. The business and skill requirement of the Company.
 - 4. The date of joining and the location of your employment will be purely based on business requirements of Capgemini and the skill set as assessed by Capgemini.
 - 5. The location of your initial reporting, post-onboarding training and the date of your joining for the same would be communicated to you in due course of time. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting.

Note 1: Your employment with Capgemini will be conclusive on you executing the Offer with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini. Post your onboarding with the Company, you may be required to (i) work on any client or Capgemini project(s) that are assigned to you from time-to-time, (ii)on any technical platforms/skills and or work in shifts as per the requirement of project/assignment/client (including night shifts).

Note 2: After commencement of employment you will be on probation for a period of six months from your date of joining and subject to the probation policy of the Company your employment will be confirmed. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically cy during such training period. Capgemini reserves the right to decide the continuance of you further REGISTRAR PROVE

training and your employment depending on your performance in its opinion.

- G The Company reserves the rights to withdraw and/or cancel your candidature, in case of the following circumstances:
 - 1. Any active backlog in your academics discovered pre or post Onboarding training commencement.
 - 2. In case the Company discovers any fraudulent means/ malpractice/ misrepresentation/ concealment of information by you during the interview process/ pre-onboarding training program or the recruitment process to seek employment including but not limited to misrepresentation of information/ forging or fabrication of documents in resume/ academic score sheet or documents submitted, malpractice during the assessment and or interview process etc.
 - 3. Any delay in submitting any of the documents/requirements for completion of any verification process (pre-onboarding or pre-offer) as required by the Company within the stipulated timelines
 - 4. For not agreeing to the project/assignment/location assigned by the Company or seeking change in onboarding/ training/ work location and/or delaying/ deferring the onboarding due to any reasons/ preferences whatsoever which further leads to no Offer from the Company
 - 5. Disobedience by you to any of the mentioned Terms and Conditions in the LOI
 - 6. Any act or omission which is in violation of any Company policy.
- H This is a highly Confidential and Private document. You are required to treat this LOI and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.
- I You agree and acknowledge that this LOI should not be construed as an offer of employment from Capgemini or any promise thereto. Subject to the terms of this LOI the Company may at any time, at our discretion, revoke this LOI.

We would request you to review the above terms and let us know if they are acceptable to you, within the acknowledgment deadline from the date of the issuance of this LOI (the details as would be mentioned on the portal used for the said purpose).

Should you have any query, please to contact <u>fresherhiring.in@capgemini.com</u>, please ensure you mention your name, registered email id, superset id and details of the query.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

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REGISTRAR

ANNEXURE 1

DHANUSH G, Analyst

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000 (Rupees Four Lakh only)**. Subject to the terms of the LOI and on completion of 1 year of service from your date of joining the employment of Capgemini, you will receive fixed one-time incentive of **INR 25,000(Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

Acceptance

I have read and understood the contents of this LOIs and accept all the terms and conditions of this LOI in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This LOI supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

I state that my acceptance of the LOI on the electronic portal to be construed as my acceptance and acknowledgment of this LOI and will act as physical acceptance of the same.

-

ANNEXURE 2

Documents for LOI acceptance

- 1. SSC Certificate
- 2. HSC Certificate
- 3. Diploma all marksheets
- 4. Diploma provisional certificate/ Degree Certificate
- 5. If Graduation, marksheets upto 6th Semester
- 6. If Post Graduation, all Graduation Marksheets, Graduation Degree Certificate and marksheets upto second semester for Post Graduation
- 7. Passport size photo
- 8. Government ID Proof

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

anne REGISTRAR



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121 www.capgemini.com/in-en

Superset ID: 3470517

Letter of Intent ("LOI")

January 06, 2023

Dear RAKSHITH K N,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company). You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

Please note that it is essential for you to participate, effectively leverage and successfully complete this program as a prerequisite prior to being onboarded as an employee with Capgemini.

We request you to carefully read and understand the Terms and Conditions of this Letter of Intent with Annexures hereto (hereinafter referred to as LOI).

- A Please note that your name mentioned in this LOI will be used to create your records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please notify before commencement of training. Please note that no changes to the record can be made later in time. The name provided by you should match with the identification documents submitted to the Company, such as Aadhar Card, PAN card, Passport, etc.
- B We are proposing compensation package and benefits post-onboarding, the details of which are set forth in **Annexure 1** to this LOI.
- C Upon accepting this LOI, you will be required to submit a set of documents as mentioned in the **Annexure-2**. Thereafter, you will be provided access to our pre-onboarding training program, as applicable. This will enable you to learn and master the concepts and skills required to be industry ready. The pre-onboarding training program can include physical classroom training/ self-paced e-learning/ hybrid model of training. The learning journey will be inclusive of assignments, assessments, hackathons/ competitions, and webinars as deemed appropriate by Capgemini.
- D The progress made by you in this learning journey would not only help you in getting onboarded but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.
- E Pre-onboarding training Program and Terms & Conditions of the LOI
 - 1. <u>Pre-onboarding Document Verification:</u> Capgemini adheres to a strong document verification; process. As a part of this process all the personal, educational and professional (i)

applicable) information provided by you is verified, therefore you are subject to a detailed document verification as per the Company process of the document set submitted by you as per Annexure 2

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks before and during your tenure in Capgemini and by accepting this LOI you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

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- F Post successful completion of your pre-onboarding training program, final semester degree/ diploma examination and as per the Company's business requirements you will be eligible (Subject to Clause E) for the final Offer. You agree and acknowledge that the final Offer shall be subject to: -
 - 1. Your successful completion of all curricular requirements within the stipulated timeframe, as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ timeline/ grade/ rank/ class as determined by Capgemini.
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 - 5. Disobedience by you to any of the mentioned Terms and Conditions in the LOI
 - 6. Any act or omission which is in violation of any Company policy.
- H This is a highly Confidential and Private document. You are required to treat this LOI and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.
- I You agree and acknowledge that this LOI should not be construed as an offer of employment from Capgemini or any promise thereto. Subject to the terms of this LOI the Company may at any time, at our discretion, revoke this LOI.

We would request you to review the above terms and let us know if they are acceptable to you, within the acknowledgment deadline from the date of the issuance of this LOI (the details as would be mentioned on the portal used for the said purpose).

Should you have any query, please to contact <u>fresherhiring.in@capgemini.com</u>, please ensure you mention your name, registered email id, superset id and details of the query.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

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REGISTRAR

ANNEXURE 1

RAKSHITH K N , Analyst

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000 (Rupees Four Lakh only)**. Subject to the terms of the LOI and on completion of 1 year of service from your date of joining the employment of Capgemini, you will receive fixed one-time incentive of **INR 25,000(Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

Acceptance

I have read and understood the contents of this LOIs and accept all the terms and conditions of this LOI in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

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Documents for LOI acceptance

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- 6. If Post Graduation, all Graduation Marksheets, Graduation Degree Certificate and marksheets upto second semester for Post Graduation
- 7. Passport size photo
- 8. Government ID Proof

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

anne REGISTRAR



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Superset ID: 3456916

Letter of Intent ("LOI")

December 17, 2022

Dear SHAIK MOHAMMED NAYEEM,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company).

You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

Please note that it is essential for you to participate, effectively leverage and successfully complete this program as a prerequisite prior to being onboarded as an employee with Capgemini.

We request you to carefully read and understand the Terms and Conditions of this Letter of Intent with Annexures hereto (hereinafter referred to as LOI).

- A Please note that your name mentioned in this LOI will be used to create your records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please notify before commencement of training. Please note that no changes to the record can be made later in time. The name provided by you should match with the identification documents submitted to the Company, such as Aadhar Card, PAN card, Passport, etc.
- B We are proposing compensation package and benefits post-onboarding, the details of which are set forth in **Annexure 1** to this LOI.
- C Upon accepting this LOI, you will be required to submit a set of documents as mentioned in the **Annexure-2**. Thereafter, you will be provided access to our pre-onboarding training program, as applicable. This will enable you to learn and master the concepts and skills required to be industry ready. The pre-onboarding training program can include physical classroom training/ self-paced e-learning/ hybrid model of training. The learning journey will be inclusive of assignments, assessments, hackathons/ competitions, and webinars as deemed appropriate by Capgemini.
- D The progress made by you in this learning journey would not only help you in getting onboarded but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.
- E Pre-onboarding training Program and Terms & Conditions of the LOI
 - 1. <u>Pre-onboarding Document Verification:</u> Capgemini adheres to a strong document verification of process. As a part of this process all the personal, educational and professional (if Registrant Content of the personal document verification).

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- F Post successful completion of your pre-onboarding training program, final semester degree/ diploma examination and as per the Company's business requirements you will be eligible (Subject to Clause E) for the final Offer. You agree and acknowledge that the final Offer shall be subject to: -
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Should you have any query, please to contact <u>fresherhiring.in@capgemini.com</u>, please ensure you mention your name, registered email id, superset id and details of the query.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

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REGISTRAR

ANNEXURE 1

SHAIK MOHAMMED NAYEEM, Analyst

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000 (Rupees Four Lakh only)**. Subject to the terms of the LOI and on completion of 1 year of service from your date of joining the employment of Capgemini, you will receive fixed one-time incentive of **INR 25,000(Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

<u>Acceptance</u>

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Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

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Superset ID: 3456916

Letter of Intent ("LOI")

December 17, 2022

Dear SYED KHAJA MOHIDDIN,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company).

You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

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Should you have any query, please to contact <u>fresherhiring.in@capgemini.com</u>, please ensure you mention your name, registered email id, superset id and details of the query.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

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REGISTRAR

ANNEXURE 1

SYED KHAJA MOHIDDIN, Analyst

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000 (Rupees Four Lakh only)**. Subject to the terms of the LOI and on completion of 1 year of service from your date of joining the employment of Capgemini, you will receive fixed one-time incentive of **INR 25,000(Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

Acceptance

I have read and understood the contents of this LOIs and accept all the terms and conditions of this LOI in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This LOI supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

I state that my acceptance of the LOI on the electronic portal to be construed as my acceptance and acknowledgment of this LOI and will act as physical acceptance of the same.

ANNEXURE 2

Documents for LOI acceptance

- 1. SSC Certificate
- 2. HSC Certificate
- 3. Diploma all marksheets
- 4. Diploma provisional certificate/ Degree Certificate
- 5. If Graduation, marksheets upto 6th Semester
- 6. If Post Graduation, all Graduation Marksheets, Graduation Degree Certificate and marksheets upto second semester for Post Graduation
- 7. Passport size photo
- 8. Government ID Proof

Regd Office: Pune Hinjewadi Regd. Office No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, MIDC SEZ, Village Man, Taluka Mulshi, Pune - 411057, Maharashtra, India. Tel: +91 20 6699 1000 | Fax: +91 20 6699 5050 | CIN: U85110PN1993PLC145950

anne REGISTRAR



Capgemini Technology Services India Limited (Formerly known as IGATE Global Solutions Limited) IT 1, IT 2, Airol MIDC, Thane - Belapur Road, Navi Mumbai 400708, Maharashtra, India. Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121 www.capgemini.com/in-en

Superset ID: 3477203

Letter of Intent ("LOI")

January 06, 2023

Dear YEDHIGENI AKHIL,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company). You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

Please note that it is essential for you to participate, effectively leverage and successfully complete this program as a prerequisite prior to being onboarded as an employee with Capgemini.

We request you to carefully read and understand the Terms and Conditions of this Letter of Intent with Annexures hereto (hereinafter referred to as LOI).

- A Please note that your name mentioned in this LOI will be used to create your records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please notify before commencement of training. Please note that no changes to the record can be made later in time. The name provided by you should match with the identification documents submitted to the Company, such as Aadhar Card, PAN card, Passport, etc.
- B We are proposing compensation package and benefits post-onboarding, the details of which are set forth in **Annexure 1** to this LOI.
- C Upon accepting this LOI, you will be required to submit a set of documents as mentioned in the **Annexure-2**. Thereafter, you will be provided access to our pre-onboarding training program, as applicable. This will enable you to learn and master the concepts and skills required to be industry ready. The pre-onboarding training program can include physical classroom training/ self-paced e-learning/ hybrid model of training. The learning journey will be inclusive of assignments, assessments, hackathons/ competitions, and webinars as deemed appropriate by Capgemini.
- D The progress made by you in this learning journey would not only help you in getting onboarded but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.
- E Pre-onboarding training Program and Terms & Conditions of the LOI
 - 1. <u>Pre-onboarding Document Verification:</u> Capgemini adheres to a strong document verification; process. As a part of this process all the personal, educational and professional (if

applicable) information provided by you is verified, therefore you are subject to a detailed document verification as per the Company process of the document set submitted by you as per Annexure 2

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks before and during your tenure in Capgemini and by accepting this LOI you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

- 2. <u>Pre-onboarding Training Program:</u> This may also include pre-onboarding training programs as may be applicable to you and that may be a combination of trainings, assessments, working on client projects & assignments. Post issuance and acceptance of this LOI, you will be communicated appropriately about the pre-onboarding training program you have to successfully complete within stipulated time as per the Company expectations and parameters. By accepting this LOI, you agree to adhere to the terms and conditions of the training program as communicated to you by the Company. Further, please be advised that the Company may consider issuance of Employment Offer Letter ("Offer") based on your performance in the assigned pre-onboarding training program and as per the business requirements.
- F Post successful completion of your pre-onboarding training program, final semester degree/ diploma examination and as per the Company's business requirements you will be eligible (Subject to Clause E) for the final Offer. You agree and acknowledge that the final Offer shall be subject to: -
 - 1. Your successful completion of all curricular requirements within the stipulated timeframe, as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ timeline/ grade/ rank/ class as determined by Capgemini.
 - 2. All the eligibility requirements laid down by Capgemini as mentioned during the recruitment process.
 - 3. The business and skill requirement of the Company.
 - 4. The date of joining and the location of your employment will be purely based on business requirements of Capgemini and the skill set as assessed by Capgemini.
 - 5. The location of your initial reporting, post-onboarding training and the date of your joining for the same would be communicated to you in due course of time. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting.

Note 1: Your employment with Capgemini will be conclusive on you executing the Offer with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini. Post your onboarding with the Company, you may be required to (i) work on any client or Capgemini project(s) that are assigned to you from time-to-time, (ii)on any technical platforms/skills and or work in shifts as per the requirement of project/assignment/client (including night shifts).

Note 2: After commencement of employment you will be on probation for a period of six months from your date of joining and subject to the probation policy of the Company your employment will be confirmed. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically cy during such training period. Capgemini reserves the right to decide the continuance of you further REGISTRAR PROVE

training and your employment depending on your performance in its opinion.

- G The Company reserves the rights to withdraw and/or cancel your candidature, in case of the following circumstances:
 - 1. Any active backlog in your academics discovered pre or post Onboarding training commencement.
 - 2. In case the Company discovers any fraudulent means/ malpractice/ misrepresentation/ concealment of information by you during the interview process/ pre-onboarding training program or the recruitment process to seek employment including but not limited to misrepresentation of information/ forging or fabrication of documents in resume/ academic score sheet or documents submitted, malpractice during the assessment and or interview process etc.
 - 3. Any delay in submitting any of the documents/requirements for completion of any verification process (pre-onboarding or pre-offer) as required by the Company within the stipulated timelines
 - 4. For not agreeing to the project/assignment/location assigned by the Company or seeking change in onboarding/ training/ work location and/or delaying/ deferring the onboarding due to any reasons/ preferences whatsoever which further leads to no Offer from the Company
 - 5. Disobedience by you to any of the mentioned Terms and Conditions in the LOI
 - 6. Any act or omission which is in violation of any Company policy.
- H This is a highly Confidential and Private document. You are required to treat this LOI and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.
- I You agree and acknowledge that this LOI should not be construed as an offer of employment from Capgemini or any promise thereto. Subject to the terms of this LOI the Company may at any time, at our discretion, revoke this LOI.

We would request you to review the above terms and let us know if they are acceptable to you, within the acknowledgment deadline from the date of the issuance of this LOI (the details as would be mentioned on the portal used for the said purpose).

Should you have any query, please to contact <u>fresherhiring.in@capgemini.com</u>, please ensure you mention your name, registered email id, superset id and details of the query.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

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REGISTRAR

ANNEXURE 1

YEDHIGENI AKHIL, Analyst

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 4,00,000 (Rupees Four Lakh only)**. Subject to the terms of the LOI and on completion of 1 year of service from your date of joining the employment of Capgemini, you will receive fixed one-time incentive of **INR 25,000(Rupees Twenty Five Thousand only)**. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

Acceptance

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Superset ID: 3455809

Letter of Intent ("LOI")

January 06, 2023

Dear LOKESH B N,

We are pleased to inform that your candidature has been shortlisted for the position of **Analyst/A4** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini" or Company). You will be required to participate and complete the pre-onboarding training program assigned and applicable to you as may be communicated by the Company later.

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- A Please note that your name mentioned in this LOI will be used to create your records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please notify before commencement of training. Please note that no changes to the record can be made later in time. The name provided by you should match with the identification documents submitted to the Company, such as Aadhar Card, PAN card, Passport, etc.
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For Capgemini Technology Services India Limited

Puneet Kumra Head - Fresher Hiring

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REGISTRAR

ANNEXURE 1

LOKESH B N, Analyst

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- 6. If Post Graduation, all Graduation Marksheets, Graduation Degree Certificate and marksheets upto second semester for Post Graduation
- 7. Passport size photo
- 8. Government ID Proof

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anne REGISTRAR

InSolare Energy Pvt. Ltd.Regd Office: ASK Towers, 5th Floor, Thoobarahalli Village, Varthur Hobli, Bangalore, Karnataka-560037.CIN: U45206KA2008PTC101033Ph.: +91 080 41279389/86Branch Office: 608/609, 6th Floor Lilamani Corporate Heights, Nr. Oron Angan Tower,Opp. Ramapir Tekra BRTS Bus Stop, Nava Wadaj, Ahmedabad-380013. Ph.: 079-29600277

To: Mr. Kothakota Jai Ramakrishna S/O: Srinivasa Rao # 2-87, turing peta, 5th ward, narayanapuram, Unguturu, West Godavari, Andhra Pradesh - 534411

Subject: Internship/Employment offer to work with InSolare Pvt Ltd

Date: 02nd Feb 2023

Dear Kothakota Jai Ramakrishna,

We are pleased to offer you position of Intern cum Graduate Trainee Engineer at InSolare Pvt Ltd (Ahmedabad).

You will be paid Rs. 18,000.00 per month till the internship period.

On completion of Your Degree and confirmation, you will be holding Position of Graduate Trainee Engineer at the Remuneration of Rs 25,000.00 per month.

Please confirm the receipt of this offer and respond to us by 13th March 2023 with acceptance of this offer.

Once you accept the offer, you have choice to join us immediately either in Work from Home/Office as per situation.

Please contact us via email and/or phone to confirm and accept the initial offer.

Thanks

Dolly Kushwaha AVP-HR InSolare Energy Pvt Ltd.



InSolare Energy Pvt. Ltd.Regd Office: ASK Towers, 5th Floor, Thoobarahalli Village, Varthur Hobli, Bangalore, Karnataka-560037.CIN: U45206KA2008PTC101033Ph.: +91 080 41279389/86Branch Office: 608/609, 6th Floor Lilamani Corporate Heights, Nr. Oron Angan Tower,Opp. Ramapir Tekra BRTS Bus Stop, Nava Wadaj, Ahmedabad-380013. Ph.: 079-29600277

To: Mr. Yarraballi Naveen S/O: Penchala Narasaiah Yarraballi # 41, 3rd Cross, Hanumanthappa Colony, Seshadripuram, Bangalore North – 560020

Subject: Internship/Employment offer to work with InSolare Pvt Ltd

Date: 09th June 2023

Dear Mr. Yarraballi Naveen,

We are pleased to offer you position of Intern at InSolare Pvt Ltd (Bangalore). The internship will commence from 12th June 2023 and will be for duration of 6 months.

You will be paid Rs. 18,000/- per month till the internship period.

On completion of Your Degree and if found suitable, you will be holding Position of Jr Engineer at the Remuneration of Rs 25,000/- per month.

Please confirm the receipt of this offer and respond to us within one day as a token of acceptance of this offer.

Once you accept the offer, you have to join us immediately.

Please contact us via email and/or phone to confirm and accept the initial offer.

Thanks

Dolly Kushwaha VP-HR InSolare Energy Pvt Ltd.



InSolare Energy Pvt. Ltd.Regd Office: ASK Towers, 5th Floor, Thoobarahalli Village, Varthur Hobli, Bangalore, Karnataka-560037.CIN: U45206KA2008PTC101033Ph.: +91 080 41279389/86Branch Office: 608/609, 6th Floor Lilamani Corporate Heights, Nr. Oron Angan Tower,Opp. Ramapir Tekra BRTS Bus Stop, Nava Wadaj, Ahmedabad-380013. Ph.: 079-29600277

To:

Mr. Koushik R S/O: Raghavendra # 30, 2nd Floor, Chowdeshwari Nilaya, 1st Cross, Hanumappa Loayout, Lake Shore Garden, Vidyaranyapura, Bangalore North – 560097

Subject: Internship/Employment offer to work with InSolare Pvt Ltd

Date: 09th June 2023

Dear Mr. Koushik R,

We are pleased to offer you position of Intern at InSolare Pvt Ltd (Bangalore). The internship will commence from 12th June 2023 and will be for duration of 6 months.

You will be paid Rs. 18,000/- per month till the internship period.

On completion of Your Degree and if found suitable, you will be holding Position of Jr Engineer at the Remuneration of Rs 25,000/- per month.

Please confirm the receipt of this offer and respond to us within one day as a token of acceptance of this offer.

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Thanks

Dolly Kushwaha VP-HR InSolare Energy Pvt, Ltd.



InSolare Energy Pvt. Ltd.Regd Office: ASK Towers, 5th Floor, Thoobarahalli Village, Varthur Hobli, Bangalore, Karnataka-560037.CIN: U45206KA2008PTC101033Ph.: +91 080 41279389/86Branch Office: 608/609, 6th Floor Lilamani Corporate Heights, Nr. Oron Angan Tower,Opp. Ramapir Tekra BRTS Bus Stop, Nava Wadaj, Ahmedabad-380013. Ph.: 079-29600277

To: Mr. Reddam Kameswara Reddy S/O: Reddam Ramalinga Reddy # 2-48, O C Colony, Uyyalawada Mandalam, Sarvaipalle, Kunrol, Andhra Pradesh -518543

Subject: Internship/Employment offer to work with InSolare Pvt Ltd

Date: 02nd Feb 2023

Dear Reddam Kameswara Reddy,

We are pleased to offer you position of Intern cum Graduate Trainee Engineer at InSolare Pvt Ltd (Ahmedabad).

You will be paid Rs. 18,000.00 per month till the internship period.

On completion of Your Degree and confirmation, you will be holding Position of Graduate Trainee Engineer at the Remuneration of Rs 25,000.00 per month.

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Thanks

Dolly Kushwaha AVP-HR InSolare Energy Pvt Ltd.





You Are Awesome!

Offer Letter

Six Dee Telecom Solutions



Six Dee Telecom Solutions Private Limited #26, J. P. Nagar 3rd Phase, Bannerghatta Road, Bengaluru 560 076. INDIA. Tel: +91 80 4048 5959, 4131 1200 / 300. www.6dtechnologies.com



17 February 2023

Paritala Venkateswara Rao 8639882761 201910101088@presidencyuniversity.in

Dear Venkateswara,

We welcome you to **Six Dee Telecom Solutions Private Limited**, also known as **6D Technologies**. We are confident that we will build a long and mutually rewarding career together. We believe that it is individuals like you who can along with all of us build a world-class company. The guiding principle behind our endeavour to succeed emanates from three key words - "Bright, Confident and Active".

We sincerely hope that you will grow with us.

COMMENCEMENT DATE

If you accept this offer of employment, we will keep you posted on your date of joining and Point of Contact.

We would like to extend our offer to you to join **Six Dee Telecom Solutions Private Limited**, as **Software Engineer.**

REMUNERATION

During your initial 6 months of training/probation period, your total cost to company will be **INR 270000 per annum**. Details of the salary structure are given in the annexure attached.

Your probation period will be deemed successful after we receive an overall positive feedback on your performance from your respective manager(s). Thereafter, your total cost to company will be revised to **INR 500000 per annum**. Details of the salary structure are given in the annexure attached.

PLACE OF WORK

Your work location will be **Bangalore** office. The Company may reasonably require you to work at any other department/premises of the Company whether existing or which may be set up in the future. In the performance of your duties for the Company, you may reasonably be required to travel, or require you to work throughout and outside India at client/ partner location of the Company.

We look forward to you joining us.

anne REGISTRAR



Kind regards, Yours sincerely,

ShwetaSingh

Shweta Singh Manager - Human Resources For and on behalf of Six Dee Telecom Solutions Private Limited

OFFER ACCEPTANCE BY EMPLOYEE

I assume that all the information furnished by me during the recruitment process is true and correct.

I,_____, s/o/d/o_____, accept employment with **Six Dee Telecom Solutions Private Limited** under the terms and conditions as set out herein above and undertake to fully comply and abide by the same. I have carefully read and understood these terms with the help of my legal advisor.

Signature_____Date _____

(Paritala Venkateswara Rao)





Provisional Offer Letter

Doc Ref. No.: <u>QGFY24C0869</u> Dear Midutu Sai Kumar Reddy, Date of Issue: 22-Dec-2022

Congratulations! Each step taken towards realizing a dream is a crucial one. We are delighted you have chosen to join Quest Global and be an integral part of our journey towards solving the problems of today that stand in the way of tomorrow.

At Quest Global, we embrace the exponentially curious minds – the ones who see engineering and logic in everything. We seek and nurture people with the potential and passion to solve the world's hardest problems and then help them foster that potential with boundary-less opportunities to learn, grow, and succeed.

We are pleased to let you know that we intend to make you an offer of employment for the role of Trainee Engineer with Quest Global.

- Total Cost to Company (TCTC): INR 3.00 LPA
- Year End Bonus: INR 25000 (On completion of one year from the date of joining)
- Location: Any of the Quest Global offices (as per business requirement)
- Working Hours: As per Location Norms
- **Probation Period:** 6 months from the date of joining
- Service Agreement / Bond: 2 years (An agreement between Quest Global and the Employee which provides that the Employee shall work for an agreed minimum period of time from the date of joining the company)

You will be entitled to allowances and other benefits as per policies of Quest Global. You shall receive your salary payments on the last working day of the month.

This offer of employment is subject to successful completion of:

- Background Verification Check
- No standing arrears on the date of joining

Quest Global Engineering Services Private Limited CIN: U74900KA2014PTC076219 2nd Flr, Primrose-7B,EmbassyTech Village, Sarjapura Marathahalli Outer Ring Road, Devarabeesana Halli Bangalore 560103, Karnataka, India Ph. + +91-80-67090000; Fax: +91-80-67093200; Email: info@quest-global.com

Reg. office: AEQUS Special Economic Zone, NO.437/A, Plot No.2 Hattaragi Village, Hukkeri Taluk, Belgaum 591245, Karnataka, India



As per company's hiring process, we will conduct a detailed background verification check of all the information and documents submitted by you. For joining confirmation & BGC form, please write back to: university.relations@quest-global.com.

We eagerly look forward to welcome you at Quest Global.

PS: This job offer is contingent upon successful completion of training assigned to you prior to the joining date and successful completion of background verification conducted by Quest Global (at its sole discretion) subsequent to your joining.

For Quest Global

Egylech to

Jagadish Kadagatti Manager - TAT

Candidate Signature:

*Disclaimer: The salary package and structure will be subject to changes on business situation at the time of onboarding. This is a letter of intent to offer Employment and not a formal offer of employment. The detailed terms and conditions of employment with Quest Global will be shared separately as a formal offer one month prior to your date of joining.

Annexure – I **Compensation & Benefit Details**

Items	Monthly Salary (Amount in INR)	Annual Salary (Amount in INR)
Monthly Salary Components		
(A) Basic Salary	15,000	1,80,000
nd Flr, Primrose-7B,EmbassyTech Village, Sarjapura Mar	I Engineering Services Private Limited IN: U74900KA2014PTC076219 halli Outer Ring Road, Devarabeesana Halli Bangaloro +91-80-67093200; Email: info@quest-global.com	REGISTRAR E 560103, Karnataka, India Ph.



(B) House Rent Allowance	2,250	27,000
(C) Conveyance Allowance	-	-
(D) Leave Travel Allowance (LTA)	-	-
(E) Food Coupon	-	-
(F) Telephone/Internet Allowance	-	-
(G) Other Allowance*	3,155	37,860
(H) Monthly Gross Salary: (H = A+B+C+D+E+F+G)	20,405	2,44,860
Retirement Benefits		I
(I) PF	1,800	21,600
(J) Gratuity	722	8,664
(K) Retirement Benefits: (K = I+J)	2,522	30,264
Benefits		
(L) Medical Insurance Premium	673	8,076
(M) Bonus/Ex .Gratia	1,400	16,800
(N) Fixed Compensation: (N = H+K+L+M)	25,000	3,00,000
(O) Total Variable Pay (TVP)	-	-
(P) Total Cost to Company (TCC)		3,00,000

A one-time year end bonus of **INR 25,000** shall be paid upon successful completion of one-year service with Quest Global.

Your monthly deduction from salary towards Medical Insurance premium would be INR **625**. This is as per your current Band; the amount will change accordingly in case of Band change.

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Quest Global Engineering Services Private Limited CIN: U74900KA2014PTC076219

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You are eligible for benefits coverage as per Quest Global Band. For your current Band the coverages shall be:

- Group Medical Insurance cover of INR 300,000
- Group Personal Accident Insurance cover of INR 2,000,000
- Group Term Life Insurance cover of INR 2,500,000
- Employee Deposit Linked Insurance cover as per statutory requirement

Note: Income tax liability of allowances / reimbursements will be considered in light of the existing tax laws. In case any tax has to be recovered for any allowances / reimbursements, either because of changes made to the law by the Govt. of India or pursuant to an order by an Income Tax Officer or any responsible officer of the Income Tax Department, then the same will be recovered from employee's salary, either with retrospective or prospective effect, as the case may be.

Declaration: All aspects of Quest Global policies provided in this document are intended to provide indicative details. For Policy details, please refer to Quest Global QMS on intranet. The ownership and right for implementation of these policies rests with Quest Global alone. Quest Global reserves the right to make changes to the policies, including but not limited to withdrawal of the same, from time to time with or without prior notice.

About Quest Global

We are Quest Global. We're in the business of engineering, but what we're really building is a brighter future. It's not just what we do, but why we do it that makes us different. We believe engineering has the unique

Quest Global Engineering Services Private Limited

CIN: U74900KA2014PTC076219

2nd Flr, Primrose-7B,EmbassyTech Village, Sarjapura Marathahalli Outer Ring Road, Devarabeesana Halli Bangalore 560103, Karnataka, India Ph +91-80-67090000; Fax: +91-80-67093200; Email: info@quest-global.com

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opportunity to solve the problems of today that stand in the way of tomorrow. For 25 years, we have strived to be the most trusted partner for the world's hardest engineering problems. As a global organization headquartered in Singapore, we live and work in 17 countries, with 56 global delivery centers, driven by 13,000+ extraordinary employees who make the impossible possible every day.

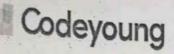
Quest Global brings deep industry knowledge and digital expertise to deliver end to end global product engineering services. We bring together technologies and industries alongside the contributions of diverse individuals and their areas of expertise to solve problems better, faster. This multi-dimensional approach enables us to solve the most important and large-scale challenges across the Aerospace & Defense, Automotive, Energy, Hi-Tech, Healthcare, Medical Devices, Rail and Semiconductor industries.



CIN: U74900KA2014PTC076219

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The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 <u>https://maps.app.goo.gl/9G9pNvJm</u> <u>eXFhXxCr5</u> support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

13th January 2023,

Dear Nithya KS,

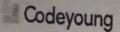
Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3rd April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.



JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

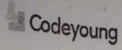
In the event of an Income tax liability or any other tax liability or any statutory char ges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment as Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay endowith the date of termination.



6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected. Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

Nº LIADODAKA

Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- · Do not treat personal data carelessly
- · lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of 1 month from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any

of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

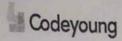
20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes

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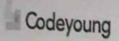
shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung

REGISTRAR

HR 2.01 F5 - Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

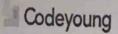
Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name: NITHYA K S Date: 15,01 2023 Signature: Nucle





HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

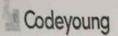
2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden:

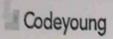
- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.



6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE JOST DATE 15.01 2023



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

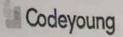
Signed Leal

Name NITHYA KS

Codeyoung Dept. / Job title_ INSIDE SALES EXECUTIVE

Date 15,01.2023

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INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

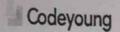
4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.

Smart Owl Educations RED CIN: U80904KA2020PTC132



I Nithya KS,

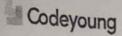
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE HIS

DATE 15.01.2023

Smart Owl Education Pert Ltd CIN: U80904KA2020PTC132006

-REGISTRAR



HR 2.01 F10 - Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

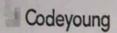
My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date: 15.01.2023

Signature: <u>Herdy</u> Name NITHYA K S



HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		AL REAL
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung



Campus recruitment drive - Bangalore

3 messages

Rutuja Gaikwad <rutuja.gaikwad@rdcconcrete.com> To: prashan26121999@gmail.com Cc: Atanu Dutta-DGM - Career Services & Industry Connect <atanudutta@presidencyuniversity.in>

Wed, 28 Dec 2022 at 9:52 am

Dear Prashan,

You have been selected for our Graduate Engineer Trainee scheme from the interview conducted at Nitte Meenakshi Institute of Technology, Bangalore. Heartiest Congratulations. We look forward to joining the RDClian Family. We will inform you about your joining details in May 2023 Probable date would be July to September. Exact date will be intimated later.

You will be paid a stipend of Rs. 25000/- per month + Retention Bonus of Rs. 1Lakh (Rs.1 Lakh will be paid at the end of successful completion of training for a period of 1 year) There is no deduction from this amount except profession tax of Rs 200/- per month

Please confirm your acceptance of this offer. If no reply is received by 7th January 2023, the offer will stand withdrawn automatically.

Note: You have to complete "minimum" 1 month pre-placement training with us in our ready mix plant assigned to you. It is compulsory for everyone. This training can be done in June or July months as formal joining will happen in Aug/Sep

During this period of training you will be paid pocket expenses of Rs 10000/- month (All inclusive). In case you do not do this pre-placement training, you will not receive a formal Employment letter.

in

We will contact you again in May 2023 to ascertain your preferred location for pre placement training.

we will contact you again in May 2023 to ascertain your preferred location for pre placement training.

Best wishes

Thanks & Regards,

Rutuja Gaikwad Team - HR

M: 86579 40540

P: 022 67896726



www.rdcconcrete.com

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customercare@rdcconcreteindia.com : For Queries / Conversion / Technical Information, related to our products & services



RDC concrete (India) Pvt Ltd, Mumbai - HO 701, ThaneOne Corporate IT Park, Next to Tatvagyan Vidyapeeth, Ghodbunder Road, Thane (West), 400 610

Disclaimer:

This email or attachments may contain confidential information and is intended solely for the use of the named addressee. If you are not the intended recipient, please notify the sender by reply e-mail and delete it from your system and you are prohibited from disclosing, copying, distributing or taking any action in reliance on the contents of this mail. No representation is made that this email or its attachments are free of viruses. Virus scanning is recommended and is the responsibility of the recipient. RDC Concrete (India) Pvt Ltd. accepts no liability for any damage caused by any virus transmitted by this email.

Visit us at http://www.rdcconcrete.com CIN: U74999MH1993PTC172842

Prashan Chouhan <prashan26121999@gmail.com> To: Rutuja Gaikwad <rutuja.gaikwad@rdcconcrete.com>

Wed, 28 Dec 2022 at 1:42 pm

Thank you so much for your offer sir. I am ready to be the part of your organization. I accept the offer. [Quoted text hidden]

Prashan Chouhan cprashan26121999@gmail.com>
To: Rutuja Gaikwad <rutuja.gaikwad@rdcconcrete.com>

I am very happy to accept your offer

On Wed, 28 Dec 2022, 9:52 am Rutuja Gaikwad, <rutuja.gaikwad@rdcconcrete.com> wrote: [Quoted text hidden] Fri, 6 Jan 2023 at 4:10 pm





The Pearl, 1537, 5th Main Rd, Rajiv Gandhi Nagar, Sector 7, HSR Layout, Bengaluru -560102 https://maps.app.goo.gl/9G9pNvJm eXFhXxCr5 support@Codeyoung.com 8186928385.

Employment Offer and Employment Agreement

13th January 2023,

Dear Tamana Bhatti,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is 3^{rd} April 2023.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.







JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled "Compensation"

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.







6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8.PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required fromtime to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment .



or



/



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoungadopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

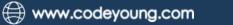
You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14.DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess, is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

• Do not disclose personal data without authority







- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months**' notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your order of employment. You shall not make any copies of work products or software or retain any registrant of employment.







of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any c laims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes







shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.







CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung







HR 2.01 F5 -- Acceptance of Software and Systems usage.

То

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination , or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

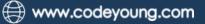
Name:

Date:

Signature:









HR 2.01 F6 - Data Protection Declaration

To: Codeyoung ("Codeyoung")

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as

a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a "Data Controller" and together the "Data Controllers").

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else's use (whether for profit or not) m ake copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.







6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE DATE









DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title_

Date _____









www.codeyoung.com

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business- like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subje ct to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must bemade.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.







I Tamana Bhatti,

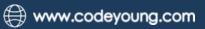
The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE









HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platf orms or

aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name









HR 2.01 F10 - Data Consent Form

The CTC provided by the company is will be INR 7,36,000 per annum. INR 4,36,000 is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee's contribution to PF, Professional Tax, • Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed ٠ by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
Α	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹21,600	₹1,800
В	Total Deductions	₹24,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad Director Codeyoung







Offer: Computer Consultancy Ref: TCSL/DT20223118094/Bangalore Date: 29/09/2022

Mr. Vamshi P M 35, 1st CrossKhbcs Layout, Rajagopal Nagar, Near New Naidu Hotel, Bengaluru-560058, Karnataka. Tel# 91-9535476323

Dear Vamshi P M,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential TCSL/DT20223118094

TATA CONSULTANCY SERVICES





Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



TCS Confidential TCSL/DT20223118094

TATA CONSULTANCY SERVICES



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

TCS Confidential TCSL/DT20223118094

TATA CONSULTANCY SERVICES

REGISTRAR



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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TATA CONSULTANCY SERVICES

VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12.Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related

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documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15.Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum

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qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English

- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating : TCS Confidential

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- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number) *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship) *Passport *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the

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same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not

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interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms

<u>Click here</u> or use a	QR code scanner from your mobile
to validate the offer	letter



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GROSS SALARY SHEET

Annexure 1

Name	Vamshi P M
Designation Assistant System Engineer-Trainee	
Institute Name	Presidency University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad	Bangalore	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,	
Gandhinagar - 382007	Bangalore - 560100,Karnataka	
BUBANESHWAR	Chennai	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,	
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119	
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.		
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,		
Bhubaneswar - 751024		
DELHI – Gurgoan	DELHI – Noida	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th	
Faridabad Road, Gawal Pahari, Gurgaon - 122003, floor, Glaxy Business Park, Block - C &		
Haryana	Noida - 201 309,UP	
Guwahati	Hyderabad	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -		
781006, Assam		
INDORE	KOLKATA	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services Limited,	
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New	
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160,West Bengal OR	
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park	
Madhya Pradesh	Lords	
KOCHI	MUMBAI	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach	
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606	
NAGPUR	PUNE	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services Limited,	Tata Consultancy Services,	
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra	
Trivandrum		
TCS XP HR Lead		
Tata Consultancy Serives,		
Peepul Park, Technopark Campus ,Kariyavattom P.O.		
Trivandrum - 695581, India		

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TATA CONSULTANCY SERVICES

Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

TCS Confidential

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



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Offer: Computer Consultancy Ref: TCSL/DT20223106761/Bangalore Date: 28/12/2022

Ms. Kavya D #2254th Main,4th Cross, Geetha School Road,Lakshmi Devi Nagar, Bangalore-560096, Karnataka. Tel# 91-8951513503

Dear Kavya D,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

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12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15.Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



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16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple

names, signature affidavits, **TCS Confidential**

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address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number) *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship) *Passport *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

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(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

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TCSL/DT20223106761

For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



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GROSS SALARY SHEET

Annexure 1

Name	Kavya D
Designation Assistant System Engineer-Trainee	
Institute Name	Presidency University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad	Bangalore	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,	
Gandhinagar - 382007	Bangalore - 560100,Karnataka	
BUBANESHWAR	Chennai	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,	
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119	
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.		
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,		
Bhubaneswar - 751024		
DELHI – Gurgoan	DELHI – Noida	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th	
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,	
Haryana	Noida - 201 309,UP	
Guwahati	Hyderabad	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad	
781006, Assam		
INDORE	KOLKATA	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services Limited,	
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New	
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160,West Bengal OR	
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park	
Madhya Pradesh	Lords	
KOCHI	MUMBAI	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach	
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606	
NAGPUR	PUNE	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services Limited,	Tata Consultancy Services,	
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra	
Trivandrum		
TCS XP HR Lead		
Tata Consultancy Serives,		
Peepul Park, Technopark Campus ,Kariyavattom P.O.		
Trivandrum - 695581, India		

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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

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Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



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Offer: Computer Consultancy Ref: TCSL/DT20222942879/Bangalore Date: 28/12/2022

Ms. Priyanka R Venkateshaih Building,#10,1st Cross,BangaloreSrikrupa Layout,, Abbigere, Bangalore-560090, Karnataka. Tel# -

Dear Priyanka R,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

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12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15.Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



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16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple

names, signature affidavits, **TCS Confidential**

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address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number) *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship) *Passport *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

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(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

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For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



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GROSS SALARY SHEET

Annexure 1

Name	Priyanka R
Designation	Assistant System Engineer-Trainee
Institute Name Presidency University	

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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TATA CONSULTANCY SERVICES





Annexure 2

Ahmedabad	Bangalore	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,	
Gandhinagar - 382007	Bangalore - 560100,Karnataka	
BUBANESHWAR	Chennai	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,	
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119	
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.		
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,		
Bhubaneswar - 751024		
DELHI – Gurgoan	DELHI – Noida	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th	
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,	
Haryana	Noida - 201 309,UP	
Guwahati	Hyderabad	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad	
781006, Assam		
INDORE	KOLKATA	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services Limited,	
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New	
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160,West Bengal OR	
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park	
Madhya Pradesh	Lords	
KOCHI	MUMBAI	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services,	Tata Consultancy Services,	
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach	
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606	
NAGPUR	PUNE	
TCS XP HR Lead	TCS XP HR Lead	
Tata Consultancy Services Limited,	Tata Consultancy Services,	
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra	
Trivandrum		
TCS XP HR Lead		
Tata Consultancy Serives,		
Peepul Park, Technopark Campus ,Kariyavattom P.O.		
Trivandrum - 695581, India		

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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



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TATA CONSULTANCY SERVICES RC-1 BLOCK 82 FPIP Whitefield Bangalore 560.06



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



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TATA CONSULTANCY SERVICES



Offer: Computer Consultancy Ref: TCSL/DT20222852659/Bangalore Date: 28/12/2022

Mr. Shoaib Akthar Shaik 4-3-A4-A5Krishnanagar, Beside Rama Nethara Laya Hospital, Madanapalli-517325, Andhra Pradesh. Tel# 91-9515629774

Dear Shoaib Akthar Shaik,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be ₹3,36,877/- per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto ₹60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

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12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15.Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.



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16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple

names, signature affidavits, **TCS Confidential**

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address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

- *There is no criminal offence registered/pending against you
- *There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number) *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship) *Passport *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

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22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

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(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



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Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

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TCSL/DT20222852659

For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms



<u>Click here</u> or use a QR code scanner from your mobile to validate the offer letter



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GROSS SALARY SHEET

Annexure 1

Name	Shoaib Akthar Shaik	
Designation	Assistant System Engineer-Trainee	
Institute Name	Presidency University	

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

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Annexure 2

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006, Assam	
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160,West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	

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Annexure 3



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

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TCSL/DT20222852659

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel- 91 80 5724 7000 East: 91 80 2841 0114 Website: www.tcs.com

Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



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TATA CONSULTANCY SERVICES



Offer: Computer Consultancy Ref: TCSL/DT20223157743/Bangalore Date: 28/09/2022

Mr. Srikanth Reddy N Main Road, Near Pkg Bank Gudibande, Karnataka, 561209

Tel# 7892438902

Dear Srikanth Reddy N,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process for 'TCS Digital' and we are pleased to make you an offer of employment.

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022**/- per annum, as per the terms and conditions set out herein.Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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TATA CONSULTANCY SERVICES

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completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR 15,000/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272**/- per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400**/- per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto `60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

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OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000**/as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of INR **250**/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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TATA CONSULTANCY SERVICES





Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs if any during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

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2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you to any of its offices, work sites, or associated or Affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

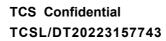
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your probation or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.



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9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This confidentiality Clause shall survive the termination or earlier determination of your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

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13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

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18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of probation/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English

- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

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The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number) *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship) *Passport *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

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23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms





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GROSS SALARY SHEET

Annexure 1

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Name	Srikanth Reddy N
Designation	Systems Engineer
Institute Name	Presidency University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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Annexure

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	C city, Nanakraniguda, nyuerabau
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160, West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark ,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
winan-3ez, wagpur, remara, wanarasitra 441108,	Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O.	
Trivandrum - 695581, India	

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TATA CONSULTANCY SERVICES

Annexure



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



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> VYDEHLRC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



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Offer: Computer Consultancy Ref: TCSL/DT20223064829/Bangalore Date: 28/09/2022

Mr. Sanampudi Venkata Rami Reddy 4-167/3 Main Road Mutyalampadu Guntur, Andhra Pradesh, 522414

Tel# 9398565510

Dear Sanampudi Venkata Rami Reddy,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL).You have successfully completed our initial selection process for 'TCS Digital' and we are pleased to make you an offer of employment.

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022**/- per annum, as per the terms and conditions set out herein.Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year.Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR 15,000/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272**/- per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400**/- per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto `60,000 over and above your CTC during the first year. The Learning Incentive pay outs made as per your eligibility are recoverable, if you cease to be employed with TCSL, within 12 months of joining TCSL.

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OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000**/as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of INR **250**/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs if any during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

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VYDEHI RC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you to any of its offices, work sites, or associated or Affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

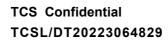
The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your probation or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.



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9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This confidentiality Clause shall survive the termination or earlier determination of your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

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13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

14. Notice Period

This contract of traineeship in TCS and subsequent employment post successful completion of your traineeship is terminable by you by giving 90 days notice in writing. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily serve the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion in the interest of business.

i. This contract of traineeship and subsequent employment post successful completion of your traineeship may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

ii. Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by TCS at its sole discretion having regard to the responsibilities shouldered by you while being in the employment of TCS and business continuity.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

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18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of probation/service without notice.

19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English

- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits,

address affidavits etc.)

- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

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The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number) *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship) *Passport *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

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23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. Â background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of oversees deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

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Withdrawal of Offer

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath Global Head Talent Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary Annexure 2: List of TCS Xplore Centres Annexure 3: Confidentiality and IP Terms





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GROSS SALARY SHEET

Annexure 1

Name	Sanampudi Venkata Rami Reddy
Designation	Systems Engineer
Institute Name	Presidency University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL

defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264

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Annexure

Ahmedabad	Bangalore
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Garima Park,IT/ITES SEZ,Plot # 41,	Gate 1, No 42, Think campus, Electronic City phase II,
Gandhinagar - 382007	Bangalore - 560100,Karnataka
BUBANESHWAR	Chennai
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Training Lab Venue:-Barabati, IRC Block, Ground Floor,	415/21-24, Kumaran Nagar, Old Mahabalipuram Rd,
Tata Consultancy Services Limited, (UNIT-II) - BARBATI	TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO.	
35, CHANDAKA INDUSTRIAL ESTATE, PATIA,	
Bhubaneswar - 751024	
DELHI – Gurgoan	DELHI – Noida
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
Block C, Kings Canyon, ASF Insignia, Gurgaon -	Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th
Faridabad Road, Gawal Pahari, Gurgaon - 122003,	floor, Glaxy Business Park, Block - C & D, Sector - 62,
Haryana	Noida - 201 309,UP
Guwahati	Hyderabad
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati -	Q City, Nanakramguda, Hyderabad
781006,Assam	
INDORE	KOLKATA
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services Limited,
IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor,	Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New
Village Tigariya Badshah & Bada Bangarda, Tehsil	Town, Rajarhat, Kolkata - 700160,West Bengal OR
Hatod, Indore - 452018,	Auditorium,2nd Floor, Wanderers Building,Delta Park
Madhya Pradesh	Lords
KOCHI	MUMBAI
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services,	Tata Consultancy Services,
TCS centre, Infopark Road Infopark Campus, Infopark ,	Yantra Park, Pokharan Road Number 2, TCS Approach
Kakkanad, Kerala 682042	Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR	PUNE
TCS XP HR Lead	TCS XP HR Lead
Tata Consultancy Services Limited,	Tata Consultancy Services,
Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park,
Talaanadaaaa	Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum	
TCS XP HR Lead	
Tata Consultancy Serives,	
Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	

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TATA CONSULTANCY SERVICES

Annexure



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.

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2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.

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4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



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> VYDEHLRC-1 BLOCK, 82, EPIP, Whitefield, Bangalore 560 066 India Tel: 91 80 6724 7000 Fax: 91 80 2841 0114 Website: www.tcs.com Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021 TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

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10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay of omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.

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TCS Confidential TCSL/DT20223064829

TATA CONSULTANCY SERVICES



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



TCS Confidential TCSL/DT20223064829

TATA CONSULTANCY SERVICES

Selec Controls Pvt. Ltd.

(ISO 9001:2015)



3rd February 2023 Sanket Vijay Kumar Kamble Presidency University

Subject: Letter of Intent

Dear Mr. Sanket,

Congratulations! Subsequent to the interview and discussions we had with you, we are pleased to offer you the position of **"Management Trainee - Marketing"** at Mahape, Navi Mumbai.

Your annual CTC is INR 5 lakhs.

From February 2023, you will be required to go through the assignments and projects designed for upskilling.

It is expected that you will adhere to the assignment calendar. Please note that any delays in submissions will impact the assessment and validity of the offer.

All other terms and conditions will be incorporated in the appointment letter, which will be issued to you on joining.

Kindly note that your offer has been made based on information furnished by you (directly or through Campus Placement Office). However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above, we retain the right to review our offer of employment.

Kindly note that the following documents required to be submitted at the time of joining (Reporting time 8:30 am)

- 1. Aadhar Card
- 2. PAN card
- 3. Educational certificates
- 4. 4 passport size photographs

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders.

Please sign-off this letter as a token of acceptance.

Yours truly, For Selec controls Pvt. Ltd.

funt

Prachi Borkar Sr. Manager – HR

I accept the offer and would join from date _____

Name: Date:

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Regd. H. 0. & Factory: EL-27/1, Electronic Zone, TTC Industrial Area, MIDC, Mahape, Navi Mumbai - 400 710, INDIA. Tollfree: 1800 227 353. Tel.: +91-22-4141 8407. Fax: +91-22-4141 8408. Web.: www.selec.com CIN: U31200MH1981PTC025505



(ISO 9001:2015)

<u>Annexure</u>

CTC (Lakhs PA)	Hardware (HW)	Software (SW)
5	Fundamentals clear and Passion for Engineering. Selec's HW Level 0 certification - 60% and above.	Selec's SW Level 0 certification - 60% & above

Along with above criteria, your approach, attitude, practical projects done during engineering, and overall value alignment with Selec will be assessed to derive the right CTC fit.

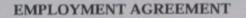
Prachi Borkar Sr. Manager – HR

Accepted by.....

Regd. H. 0. & Factory: EL-27/1, Electronic Zone, TTC Industrial Area, MIDC, Mahape, Navi Mumbai - 400 710, INDIA. Tollfree: 1800 227 353. Tel.: +91-22-4141 8407. Fax: +91-22-4141 8408. Web.: www.selec.com CIN: U31200MH1981PTC025505

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Date: 13-01-2023

MITHINTI PAVANKALYAN

Appointment: Business Development Associate

Dear MITHINTI PAVANKALYAN,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.



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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), i. with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- You shall be solely responsible for paying any taxes, direct or indirect, state or local, ii. whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of these rights.



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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consult int of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to satisfistran





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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and Signature: M. Pavan Kalyana	
Name (in Capitals): MITHINTI	PAVANKALYAN
Place & Date: MURIKIPUDI	18-01-2023





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ANNEXURE

S. No.	. PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SONTI RUTHVIK SREE RANGA

Appointment: Business Development Associate

Dear SONTI RUTHVIK SREE RANGA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR





L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





EMPLOYMENT AGREEMENT

Date: 13-01-2023

MANU PRASAD KS

Appointment: Business Development Associate

Dear MANU PRASAD KS.

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the second state of the second st policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

SHASHANK M D

Appointment: Business Development Associate

Dear SHASHANK M D,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

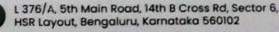
You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

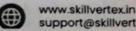
2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

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2nd Roor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the under rights.

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2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:

i. not to enter any premises of the Company; and/or

- to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, und or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.



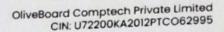
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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

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You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given or the day when it would ordinarily be delivered after such posting. It is your responsibility to TREEFYRAR







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2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

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- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

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Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature:

Name (in Capitals): SHASHANK MD

Place & Date: Bangalore 2023 01

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
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2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102

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www.skillvertex.in support@skillvertex.c



EMPLOYMENT AGREEMENT

Date: 13-01-2023

SYED RAYAN MADNI

Appointment: Business Development Associate

Dear SYED RAYAN MADNI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SANIYA FATHIMA

Appointment: Business Development Associate

Dear SANIYA FATHIMA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SANTOSH V

Appointment: Business Development Associate

Dear SANTOSH V,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

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5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS								
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 								
2.	Coloured Scanned Copy of Photographs.								
3.	PAN Card and Aadhar card Scanned Copy.								
4.	ank Account Details: Bank Name, Your Name as per Bank records, Account Jumber, IFSC Code.								

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

ANIPINDI MOHANA VAMSY

Appointment: Business Development Associate

Dear ANIPINDI MOHANA VAMSY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

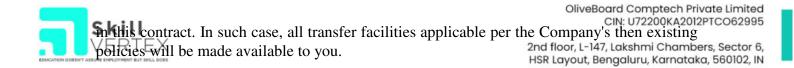
2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. The assignments will be agreed with you in advance and will fall within the scope of work set out are set out assignments will be agreed with you in advance and will fall within the scope of work set out a set out









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES).** Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days,** fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices.
 ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any state salary structure if you do not complete 24 days of your working period institues.







6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement; ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings







This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- to refrain from business contact with any customers, clients or other employees of the ii. Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreen for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not







CIN: U72200KA2012PTCO62995 Sind shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment, A-greenkehn for thers, Sector 6, kg 560102 IN period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary will be treated as having been given by ordinary will be treated as having been given by ordinary will be treated as having been given by ordinary will be treated as having by ordinary will be treated as having been given by ordinary will be treated as having been given by ordinary will be treated as having by ordinary will be treat registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when







14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

REGISTRAR









2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN ed to arrange your own device

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.



Signature: ____

Name (in Capitals): ANIPINDI MOHANA VAMSY

Place & Date: BENGALURU 17/01/23

me REGISTRAR









ANNEXURE

S. No.	PARTICULARS						
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 						
2.	Coloured Scanned Copy of Photographs.						
3.	PAN Card and Aadhar card Scanned Copy.						
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.						

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

BODAYYAGARI MOUNIKA

Appointment: Business Development Associate

Dear BODAYYAGARI MOUNIKA,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: B.Mounika

Name (in Capitals): BODAYYAGARI MOUNIKA

Place & Date: Tadipatri & 18-01-2023

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS								
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 								
2.	Coloured Scanned Copy of Photographs.								
3.	PAN Card and Aadhar card Scanned Copy.								
4.	ank Account Details: Bank Name, Your Name as per Bank records, Account Jumber, IFSC Code.								

anne REGISTRAR Registra







Board of Intermediate Education ANDHRA PRADESH, INDIA

SI.No. S129376







Aadhaar No: 974131750116



 This is to certify that
 BODAYYAGARI MOUNIKA

 Father's Name :
 BODAYYAGARI NARAYANA REDDY

 Mother's Name :
 BODAYYAGARI SUNANDA

 Registered No.
 1905230497

 Examination held in
 MARCH-2019

 with
 ENGLISH

The subjects in which SHE was examined and the Grades, Grade Points and marks awarded are as follows

Subject		I Year Grade Grade Maximum Marks			II Year				
	Subject	Grade	Grade Point	Maximum Marks	Marks Secured	Grade	Grade Point		Marka
Part - 1 :	ENGLISH	A1	10.0	100	093	A1	10.0	100	091
Part - 2 :	SANSKRIT	A1	10.0	100	096	A1	10.0		
Part - 3 : Optional Subjects	MATHEMATICS - A MATHEMATICS - B PHYSICS CHEMISTRY PHYSICS PRACTICAL CHEMISTRY PRACTICAL	B1 A2 A1 A2	8.0 9.0 10.0 9.0	075 075 060 060	059 063 060 052	A2 D1 A1 B2 A1 A1	9.0 4.0 10.0 7.0 10.0 10.0	100 075 075 060 060 030 030	095 067 026 059 040 030 029
EN ET	IVIRONMENTAL EDUCATION HICS AND HUMAN VALUES					U A U A		Fle	
Total Marks In Figures	860	(CGPA					-	
in words	*EIGHT**SIX***ZERO*						1	9.0	14
Date	12-04-2019			+	1.00				Ô
	Principal (2/00	Girls Inde 05091 Imanuro	JI Coll			14		REGISTRAI

Santha BHAVAATE WILASTATATATA MORATES NOT DATATAT

Controller of Examination



CERTIFIED THAT BODAYYAGARI MOUNIKA

FATHER NAME : BODAYYAGARI NARAYANA REDDY

MOTHER NAME : BODAYYAGARI SUNANDA

bearing Roll No. 1724126784

belonging to SRI VANI (TM & EM) HIGH SCHOOL, TADIPATRI, ANANTAPUR DISTRICT

has appeared and PASSED SSC EXAMINATION held in MARCH 2017 with GPA 8.8

and ENGLISH as medium of instruction

DATE OF BIRTH	13/03/2001	ONE THREE	MARCH	TWO ZERO ZERO ONE

THE CANDIDATE SECURED THE FOLLOWING GRADES AND GRADE POINTS IN CURRICULAR AREA :

CURRICULAR SUBJECTS		GR		OVERALL GRADE (Internal + External)		
		(Internal)	(External)			
FIRST LANGUAGE (TELUGU		A1	A2	A1	10	
		B1	A2	A2	09	
		A2	B2	B2	07	
		A2	B1	B1	08	
		A1	A2	A1	10	
SECOND LANGUAGE : (HINDI		A2	A2	A2	09	
GRADE POINTS AVERAGE (GPA) :					8.8	

CO-CURRICULAR AREA :

SUBJECT	GRADE	SUBJECT	GRADE
VALUE EDUCATION & LIFE SKILLS	A+	WORK & COMPUTER EDUCATION	A+
ART & CULTURAL EDUCATION	A+	HEALTH & PHYSICAL EDUCATION	A+

2017

Marks of Identification : A BLACK MOLE ON THE LEFT SIDE OF THE THROAT A BLACK MOLE ON THE RIGHT ARM

Head of Institution with School Stamp Date of issue : 06.0 Sri Vani (TM & EM) High School Sanneyari Patti Gram Panchayat and solution of the perchased of the Parchayat

S. Valalalighmi

REGISTRAR

SECRETARY BOARD OF SECONDARY EDUCATION A.P. HYDERABAD



Bengaluru, Karnataka - 560 064, India

GRADE CARD

End Term Final Examinations, June / July 2020

Second Semester B.Tech (Computer Engineering)

Student Name:	BODAYYAGARI MOUNIKA	Batch:	2019-202	3	
UID Number:	201910100910	Roll Number:	20191CO	M0033	
Father's Name:	BODAYYAGARI NARAYANA REDDY	Mother's Name:	BODAYYAGARI SUNANDA		
Course Code	Course Name		Credits	Grade	
MAT 106	Calculus, Differential Equations and Complex Variable	es	4	B+	
CHE 101	Engineering Chemistry		4	B+	
ECE 101	Elements of Electronics Engineering		3	А	
MEC 101	Elements of Mechanical Engineering		3	B+	
CIV 102	Environmental Science and Disaster Management		3	B+	
ENG 104	Technical Spoken Communication		2	В	
CSE 151	Computer Programming	0	4	B+	
CHE 151	Engineering Chemistry Lab	a li	111	3 B+	
PPS 106	Effective Communication	alli	~0-	B+	
T	Credits Registered / Completed: Cumulative Record : Credits Registered: Credits Completed: CGPA:	25 / 25 49 49 6.69	SGPA:	7.04	

(Extracts of Academic Regulations)

The performance is given in letter grades O, A+, A, B+, B, C, D, F. Each of these letter grade has qualitative meaning and grade point as follows:

Letter Grade	0	A+	A	B+	В	С	D	F
Qualitative Meaning	Outstanding	Excellent	Very Good	Good	Above Average	Average	Pass	Fail
Grade Point	10	9	8	7	6	5	4	0

The other symbols and reports used are as follows:

NE: Not Eligible

NP: Not permitted

S: Satisfactory Completed

I: Incomplete

NC: Not Completed

U : Audited Satisfactorily

CGPA: Cumulative Grade Point Average

SGPA: Semester Grade Point Average Please Note:

1. Produce the Grade Card to the university authorities whenever asked for.

- 2. No request for review of grade(s) shall be admissible after five (5) University working days from the date of declaration of the results. (Ref. Academic Regulations Clause No. 13.2)
- Tampering with the Grade Card is strictly prohibited and liable to disciplinary action.

REGISTRAR Disclaimer: This is web version of the Grade Card. For any official purposes, the Grade Card should be signed by the Controller of Examinations.





Controller of Examinations

Date: 19 July 2020

ESIDENCY UNIVER

Bengaluru, Karnataka - 560 064, India

GRADE CARD

End Term Final Examinations, December 2019

First Semester B.Tech (Computer Engineering)

(Extracts of Academic Regulations)

The performance is given in letter grades O, A+, A, B+, B, C, D, F. Each of these letter grade has qualitative meaning and grade point as follows:

Letter Grade	0	A+	А	B+	В	С	D	F
Qualitative Meaning	Outstanding	Excellent	Very Good	Good	Above Average	Average	Pass	Fail
Grade Point	10	9	8	7	6	5	4	0

The other symbols and reports used are as follows:

NE: Not Eligible

NP: Not permitted

U : Audited Satisfactorily

S: Satisfactory Completed

I: Incomplete

NC: Not Completed

SGPA: Semester Grade Point Average CGPA: Cumulative Grade Point Average

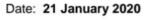
Please Note:

1. Produce the Grade Card to the university authorities whenever asked for.

- 2. No request for review of grade(s) shall be admissible after five (5) University working days from the date of declaration of the results. (Ref. Academic Regulations Clause No. 13.2)
- 3. Tampering with the Grade Card is strictly prohibited and liable to disciplinary action.

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Controller of Examinations



Bengaluru, Karnataka - 560 064, India

GRADE CARD

End Term Final Examinations, June / July 2021

Fourth Semester B.Tech (Computer Engineering)

Student Name:	BODAYYAGARI MOUNIKA	Batch:	2019-2023	3
UID Number:	201910100910	Roll Number:	20191COM0033	
Father's Name:	BODAYYAGARI NARAYANA REDDY	BODAYYAGARI SUNANDA		
Course Code	Course Name		Credits	Grade
CSE 207	Database Management Systems		3	B+
CSE 208	Theory of Computation		4	A
CSE 210	Operating Systems		3	В
CSE 224	Introduction to Data Science		3	В
CSE 225	Introduction to Combinatorics and Graph Theory		3	B+
CSE 253	Database Management Systems Lab	~	2	В
CSE 260	Data Science Lab	0 1	11	В
MAT 108	Numerical Methods, Probability Distributions and Sa Techniques	mpling	4	A+
PPS 108	Being Corporate Ready	1110-	1	С
	Credits Registered / Completed: Cumulative Record :	24 / 24	SGPA:	7.04
	Credits Registered:	96		
	Credits Completed:	96		
/	CGPA:	6.88		
6	3m			

(Extracts of Academic Regulations)

The performance is given in letter grades O, A+, A, B+, B, C, D, F. Each of these letter grade has qualitative meaning and grade point as follows:

Letter Grade	0	A+	A	B+	В	С	D	F
Qualitative Meaning	Outstanding	Excellent	Very Good	Good	Above Average	Average	Pass	Fail
Grade Point	10	9	8	7	6	5	4	0

The other symbols and reports used are as follows:

NE: Not Eligible

- NP: Not permitted
- S: Satisfactory Completed

I: Incomplete

NC: Not Completed

U : Audited Satisfactorily

SGPA: Semester Grade Point Average Please Note:

1. Verify your name, parent's name, courses, credits etc. if you find any error contact CoE office immediately.

2. No request for review of grade(s) shall be admissible after five (5) University working days from the date of declaration university of the results. (Ref. Academic Regulations Clause No. 13.2) REGISTRAR

CGPA: Cumulative Grade Point Average

3. Tampering with the Grade Card is strictly prohibited and liable to disciplinary action.

Disclaimer: This is web version of the Grade Card. For any official purposes, the Grade Card should be signed by the Controller of Examinations.





Controller of Examinations



Bengaluru, Karnataka - 560 064, India

GRADE CARD

End Term Final Examinations, December 2020

Third Semester B.Tech (Computer Engineering)

Student Name:	BODAYYAGARI MOUNIKA	Batch:	2019-2023	
UID Number:	201910100910	Roll Number:	20191COM	/0033
Father's Name:	BODAYYAGARI NARAYANA REDDY	Mother's Name:	BODAYYAGA	RI SUNANDA
Course Code	Course Name		Credits	Grade
CSE 201	Data Structures		3	В
CSE 203	Discrete Mathematics		4	B+
CSE 222	Fundamentals of Data Analysis		3	B+
CSE 223	Computer Architecture and Organisation		3	B+
CSE 251	Data Structures Lab		2	B+
CSE 258	Problem Solving Using Python		3	В
MAT 107	Transform Techniques, Partial Differential Equation Probability	s and	4	A+
PPS 107	Design Thinking and Team Building	all	~	B+
F	Credits Registered / Completed: Cumulative Record : Credits Registered: Credits Completed: CGPA:	23 / 23 72 72 6.82	SGPA:	7.09

(Extracts of Academic Regulations)

The performance is given in letter grades O, A+, A, B+, B, C, D, F. Each of these letter grade has qualitative meaning and grade point as follows:

Letter Grade	0	A+	А	B+	В	С	D	F
Qualitative Meaning	Outstanding	Excellent	Very Good	Good	Above Average	Average	Pass	Fail
Grade Point	10	9	8	7	6	5	4	0

The other symbols and reports used are as follows:

NE: Not Eligible

NC: Not Completed

NP: Not permitted U : Audited Satisfactorily S: Satisfactory Completed

I: Incomplete

SGPA: Semester Grade Point Average

Please Note:

1. Verify your name, parent's name, courses, credits etc. if you find any error contact CoE office immediately.

 No request for review of grade(s) shall be admissible after five (5) University working days from the date of declaration of the results. (Ref. Academic Regulations Clause No. 13.2)

3. Tampering with the Grade Card is strictly prohibited and liable to disciplinary action.

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CGPA: Cumulative Grade Point Average





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Controller of Examinations

Date: 18 February 2021



స్ బెంగ్స్, బ్యాంక్ భాతాదారులకు సూచనలు

 ఖాతాలో (కింద పేర్కాన్న కనిష్ణ / కనీస నిల్వలేని ఎదల, సర్వీస్ చార్జీగా నెలకు రూ. 100/- + GST బాప్పున ముందన్న నోదీసు లేకనే ఖర్చు (వాసే హక్కు బ్యాంక్కు కలదు. అదే విధంగా, కనిష్ఠ / కనీస నిల్వను కాల(కమంలో పెంచే హక్కు బ్యాంక్నకు కలదు.

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్రస్ శాఖ	సెహీ అర్బన్ శాఖ	ಕ್ಷಾಣ	ന്നേ കു	పట్టణ (Urban) శాఖ	න්සුස (U

- ఈ ఖాతాకు వడ్డీ ద్రుతి 3 నెలలకు ఒకసారి మార్చి, జాన్, సెప్టెంబర్ మరియు డి సెంబర్ నెలలలో చెట్లించబదును.
- 3. [పస్తుత నిబంధనల [పకారం, ఖాతాలో తగినంత నిల్వలేకుందా ఇతరులకు చెక్కులు ఇవ్వదము చట్టరీత్యానేరము. ఈ నిబంధనలను పాటించని వారిని కోర్డువారు జరిమాన లేదా కారాగార శిక్ష విధించవచ్చు.
- 4. ఖాతాలో డబ్బులు (డా చేసేటప్పుడు బ్యాంక్ పిస్మాట్ ఇవ్వాల్. పాస్ట్ పెంట్రీలు ఎప్పటికప్పుడు (కమం తప్పకుండా వేయించుకాని, ఏవైనా తేడాలు వుంటే వెంటనే బ్యాంక్ మేనేజర్ దృష్టికి తేవాలి.
- 5. పాసు బుక్కు పోయిన ఎడల, కారణాలు తెల్పుతూ, తగిన చార్జీలు చెల్లించి దూప్లికేట్ పాస్బుక్ పొందవచ్చును.

CIF NUMBER : 41036 ACCOUNT NUMBER : 91

41036241826 91117120784



CUSTOMER NAME : Miss. MOUNIKA BODAYYA

KALLURU, YELLANUR, ANANTAPUR BRANCH ADDRESS: SANJEEV NAGAR TADIPATRI ANDHRA PRAGATHI GRAMEENA BANK ANANTHAPUR

Joint account holder name:

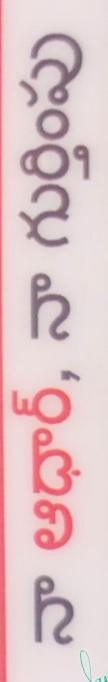
IFSC : APGB0001110 MICR CODE: 51570340	PASSBOOK ISSUE DATE : 07/10/2019 7 MOP: SINGLE
Nominee Reg No :	00000000815039
Nominee :	YES
Nominee name :	SUNANDA

- REGISTRAR

BRANCH CODE: 1110

ఆంధ్ర ప్రగతి గ్రామీణ బ్యాంక్

(సిండికేట్ బ్యాంక్ వారి సౌజన్యంతో) ప్రధాన కార్యాలయం :: కడప−516003, అం.(ప్ర



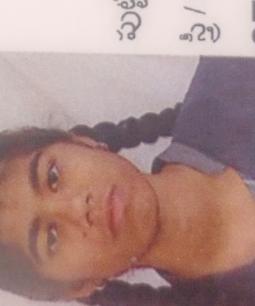
REGISTRAR



9741 3175 0116

s / Female

သ္စမ္မီನ ತೆದಿ / DOB: 13/03/2001



Bodayyagari Mounika ಬ್ ಜಯ್ಯಗಾರಿ ಮ್ ನಿತ

Government of India

భారత ప్రభుత్వం











स्थायी लेखा संख्या कार्ड Permanent Account Number Card HDTPM2257N

नाम / Name BODAYYAGARI MOUNIKA

पिता का नाम / Father's Name BODAIAH GARI NARAYANA REDDY

जन्म की तारीख/ Date of Birth 13/03/2001

B. Mus हस्ताक्षर / Signature



REGISTRAI



EMPLOYMENT AGREEMENT

Date: 13-01-2023

G CHANDRA LEKHA

Appointment: Business Development Associate

Dear G CHANDRA LEKHA,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GOKUL R

Appointment: Business Development Associate

Dear GOKUL R,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

ROHITH SAI KATAKAM

Appointment: Business Development Associate

Dear ROHITH SAI KATAKAM,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

KONAKALLA TEJA

Appointment: Business Development Associate

Dear KONAKALLA TEJA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

KONDA PAVAN KUMAR

Appointment: Business Development Associate

Dear KONDA PAVAN KUMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6. HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

PEDARAJUGARI CHANDU

Appointment: Business Development Associate

Dear PEDARAJUGARI CHANDU,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.



L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6. HSR Layout, Bengaluru, Karnataka 560102

anne REGISTRAR

www.skillvertex.in support@skillvertex.co

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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

June REGISTRAR www.skillvertex.in support@skillvertex.co







6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.



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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- not to enter any premises of the Company; and/or i.
- to refrain from business contact with any customers, clients or other employees of the ii. Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
- 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to not





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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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Skill VERTEX

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

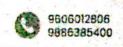
Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

P. Chandley Signature: ____

Name (in Capitals): P. CHANDU

Place & Date: MARLAGUNTA, 18-01-2023.



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ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

POKA VENKATA PARDHA SARADI

Appointment: Business Development Associate

Dear POKA VENKATA PARDHA SARADI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

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ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

PUDOTA PRANEETH

Appointment: Business Development Associate

Dear PUDOTA PRANEETH,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

SUNKARA PREM KUMAR REDDY

Appointment: Business Development Associate

Dear SUNKARA PREM KUMAR REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

AMBATI MAHENDRA REDDY

Appointment: Business Development Associate

Dear AMBATI MAHENDRA REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

BEERAM YASHOVARDHAN REDDY

Appointment: Business Development Associate

Dear BEERAM YASHOVARDHAN REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

CHALLA VENKATA SIVAKUMAR REDDY

Appointment: Business Development Associate

Dear CHALLA VENKATA SIVAKUMAR REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

DILIP KUMAR M

Appointment: Business Development Associate

Dear DILIP KUMAR M,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GOWTHAM HARI TARUN GADDE

Appointment: Business Development Associate

Dear GOWTHAM HARI TARUN GADDE,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6. HSR Layout, Bengaluru, Karnataka, 560102. IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

K ROHIT

Skill

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Appointment: Business Development Associate

Dear K ROHIT.

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01-2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

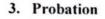
You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN



Skill Vertex

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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9606012806 9886385400 L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102

www.skillvertex.in support@skillvertex.com

2nd floor, L-147, Lakshmi Chambers, Sector 6 HSR Layout, Bengaluru, Karnataka, 560102, IN

6. Notice Periods

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ERTEX

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 REGISTRAR

2nd floor, L-147, Lakshmi Chambers, Sector 6 HSR Layout, Bengaluru, Karnataka, 560102, IN



- Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

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13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on your day when it would ordinarily be delivered after such posting. It is your responsibility to nearly a second second

L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 Reaistr

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102. IN



the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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www.skillvertex.in support@skillvertex.com



18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature:	5. Polut
Name (in Capital	s): K.ROHIT
Place & Date:	ADONS, 16/01/2023

anne REGISTRAR

www.skillvertex.in support@skillvertex.com

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ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

KADIYALA HEMANTH KUMAR

Appointment: Business Development Associate

Dear KADIYALA HEMANTH KUMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01-2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- not to enter any premises of the Company; and/or i.
- to refrain from business contact with any customers, clients or other employees of the ii. Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors. ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, anne or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company. REGISTRAR

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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify





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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Plenth Signature: Name (in Capitals): KADEYALA HEMANTH KUMAR

Place & Date: KADAPA, 16/01/2023



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ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

KIRAN ASHOK KUMBAR

Appointment: Business Development Associate

Dear KIRAN ASHOK KUMBAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

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- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

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ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

MANDALA SANGEETHA

Appointment: Business Development Associate

Dear MANDALA SANGEETHA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

MANOJ A

Appointment: Business Development Associate

Dear MANOJ A,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

MUNISWAMY A

Appointment: Business Development Associate

Dear MUNISWAMY A,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

NARMADA GOGINENI

Appointment: Business Development Associate

Dear NARMADA GOGINENI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

NITHESH KUMAR

Appointment: Business Development Associate

Dear NITHESH KUMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): NITHESH KUMAR

Place & Date: <u>Doddaballopur 18/01/2023</u>

REGISTRA



ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

PREETHAM ESWAR

Appointment: Business Development Associate

Dear PREETHAM ESWAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

R NAVYASHREE

Appointment: Business Development Associate

Dear R NAVYASHREE,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

VENKATA PRADEEP RAI

Appointment: Business Development Associate

Dear VENKATA PRADEEP RAI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01-2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set on the in this contract. In such case, all transfer facilities applicable per the Company's then existing REGISTRAR







Registra



OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.









OliveBoard Comptech Private Umited ON: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6. HSR Layout, Bengaluru, Kamataka, 560102, IN

6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

June REGISTRAR







Skill VERTEX OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floar, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.







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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to your at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify

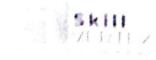




L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

R. O.t.f. Signature:

Name (in Capitals): <u>RAT. VENKATA PRADEEP</u>

Place & Date: MAREDUBAKA 16/01/2023.









EMPLOYMENT AGREEMENT

Date: 13-01-2023

RAMAN CHETTRI

Appointment: Business Development Associate

Dear RAMAN CHETTRI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

RICHA SHARMA

Appointment: Business Development Associate

Dear RICHA SHARMA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

RIYA BHADRA

Appointment: Business Development Associate

Dear RIYA BHADRA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	0. PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SANCHIT AGARWAL

Appointment: Business Development Associate

Dear SANCHIT AGARWAL,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	0. PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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Date: 17/01/23

Name: SHIVANI PATTANASHETTY

Dear Ms SHIVANI PATTANASHETTY

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of **Graduate Engineer Trainee (GET)**. Your **Total Target Remuneration** is **INR 9,45,000 /-** (Rupees Nine Lakhs Forty-Five Thousand only) per annum, which comprises of a fixed component of **INR 7,00,000/-** (Rupees Seven Lakhs only) per annum and Annual Target Bonus upto **INR 2,45,000/-** (Rupees Two Lakhs Forty Five Thousand only). (Refer Annexure 1 for details).

You are also entitled for a **retention bonus** which will be a one-time amount of **INR 2,50,000/-** (Rupees Two Lakhs Fifty Thousand only), payable as per policy.

You will also be covered under Vedanta Long Term Incentive Plan upto a maximum of INR 2,00,000/- (Rupees Two Lakhs only)

A detailed Offer cum Appointment Letter will be issued to you on joining the company and completion of all required formalities. The place of posting and onboarding date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Background Checks & fulfilling the following eligibility criteria:

- 60% throughout in 10th, 12th, Graduation and Post-graduation, without any backlogs at the time of selection and joining.
- Should have done full-time B.E / B.Tech / M.Tech in any discipline. No diploma entry is allowed.
- Maximum 1 year of gap between either XII & Graduation or between Graduation & Post Graduation.
- Mining: Engineers with diploma entry are eligible, maximum two-year gap is allowed between 12th and Graduation, No other gap in regular course of studies.
- Safety and Environment: two-year gap is allowed between 12th and Graduation and one year gap between Graduation and PG.

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates X, XII, UG, additional qualifications (If any)
- Proof of your Date of Birth (preferably Aadhar Card)
- 5 Passport size photographs
- PAN Card & Cancelled Cheque

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,

Authorized Signatory



Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 17/01/23

June

TRAR

Name	SHIVANI PATTANASHETTY	
Company / Business Unit	Vedanta Limited	
Position / Title	Graduate Engineer Trainee (M7)	
Training Period	6 Months	
Probation Period	6 Months (Assistant Manager)	······
Confirmation	Post 12 months	

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	Particulars	Amount (INR) Per Annum	Notes
ı	Basic	2,80,000	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
II	House Rent Allowance ("HRA")	1,12,000	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 50%/40% of the Basic pay as per location. HRA is an allowance is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
111	Personal Allowance	1,69,605	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	Statutory Bonus	56,000	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
v	Uniform Allowance	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred on purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	Leave Travel Allowance ("LTA")	23,333	Leave Travel Allowance is paid on a monthly basis with tax deduction. It is governed by IT Act where one can claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday. The tax exemption can be claimed annually with submission of required documents.

Registered Office : Aluminium Sadan, Core 6, Scope Complex, 7 Lodhi Road, New Delhi (India) - 110003 CIN : U74899DL1965PLC004518 | Tel : 011 49166200 | Fax : 011 24320177 | Web : www.vedantalimited.com | www.balcoindia.com





#	Particulars	Amount (INR) per annum	Notes
VII	Provident Fund ("PF")	33,600	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basiç Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
VIII	Gratuity	13,462	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
	d Pay	7,00,000	Sum of all above
Perf	ormance Pay Scheme (As currently ap	plicable and subject to	change as per company rules from time to time) The objective of Performance Pay Scheme is to
Target Annual Bonus		2,45,000	The objective of Performance Pay obtemp incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payou is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax.
Targ	et Annual Bonus	2,45,000	incentivize employees to achieve open- Group/Business and/or financial and strategi predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from
Tar	et Annual Bonus	2,45,000	incentivize employees to achieve operative Group/Business and/or financial and strategi predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

1. Vedanta Long Term Incentive Plan ("LTIP") is a conditional share plan for rewarding talent on a pre-determined vesting criteria linked with Business Performance and Employee's Individual Performance subject to continued employment with the organization for a specified tenure. LTIP is implemented periodically, at the sole discretion of management, in which some select employees are eligible for grant of stock options based on individual performance and potential. You will be covered within 12 months of your joining or in the forthcoming LTIP grant and subsequent coverage is purely based on your performance as well as at the discretion of the management. You will be eligible for a Total Grant Value of INR 2,00,000/-

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- 2. You will be eligible for retention bonus of INR 2,50,000/- which will be paid in 2 instalments as follows 1 Lakh as Joining Bonus and balance 1.5 Lakhs upon completion of 24 months in the organization. Both instalments are subject to a 100% claw back if you decide to leave the organization within 24 months of date of payment.
- 3. Target Annual Bonus: In case you leave the organization before completion of 1 year from date of joining, you will not be eligible for annual bonus.
- 4. LTIP and Target Annual Bonus pay out is governed by company policy
- 5. 100% compliance of company's rules, regulations, code of conduct and Group Values
- 6. Production Incentive: You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the company policy up to a maximum of INR 50,000/- per annum. This is not applicable in Corporate and Non-Unit Locations
- 7. You will be entitled to certain benefits as per company policy

For Vedanta Limited

Authorized Signatory

The provisions of this Letter of Intent have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of fulfilling eligibility criteria and clearing medical fitness tests.

[NAME] :- SHIVANI PATTANASHETTY

[SIGNATURE] :- \$hiva pattally of

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Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining at our submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises

- 1. Physical Examination, vision, eye (color blindness test), dental check up 2. HB. WBC total & Diff Count
- 3. ESR
- 4. Blood Sugar AC & PC
- 5. Fasting Lipid Profile
- 6. Ser. Creatinine
- 7. LFT
- 8. Urine Routine Exam
- 9. Chest X-ray PA View
- 10. ECG & T M T
- 11. Audiometry and Spirometry
- . In case you undergo Medical Fitness tests by a certified medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.
- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final. If declared medically unfit, the LOI . stands cancelled.
- The medical charges for above will be reimbursed on joining on production of original bills as per the company's policy. If declared medically unfit, the original bills can be sent to us for reimbursement.

Authorized Signatory

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SHRINITHYA R

Appointment: Business Development Associate

Dear SHRINITHYA R,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	0. PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SUPRITHA B

Appointment: Business Development Associate

Dear SUPRITHA B,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	0. PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SURYA G G

Appointment: Business Development Associate

Dear SURYA G G,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

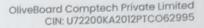
S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

THIPPINENI PAVAN KALYAN

Appointment: Business Development Associate

Dear THIPPINENI PAVAN KALYAN,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01-2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.





anne

REGISTRAR



3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR





6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.





Skill VERTEX OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or indegated or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consult and after the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify

REGISTI









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR







OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Kamataka, 560102, IN

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: -

Name (in Capitals): THIPPINENI PAVAN) CALIAN

Place & Date: 170 2023









EMPLOYMENT AGREEMENT

Date: 13-01-2023

USHA V

Appointment: Business Development Associate

Dear USHA V,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

VARUN KUMAR D N

Appointment: Business Development Associate

Dear VARUN KUMAR D N,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

VIJAY KUMAR KS

Appointment: Business Development Associate

Dear VIJAY KUMAR KS,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

YATALABOINA SIRI PRASEEDA

Appointment: Business Development Associate

Dear YATALABOINA SIRI PRASEEDA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

BHANU SAINATH BHEMASETTY

Appointment: Business Development Associate

Dear BHANU SAINATH BHEMASETTY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

ABHIJEET PANDEY

Appointment: Business Development Associate

Dear ABHIJEET PANDEY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

SIRISHA G

Appointment: Business Development Associate

Dear SIRISHA G,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

SARIKA N

Appointment: Business Development Associate

Dear SARIKA N.

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SOUMITA DAS

Appointment: Business Development Associate

Dear SOUMITA DAS,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SOHAM SEN

Appointment: Business Development Associate

Dear SOHAM SEN,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GIDDALURI NAVEEN CHANDRA NAVEEN CHANDRA

Appointment: Business Development Associate

Dear GIDDALURI NAVEEN CHANDRA NAVEEN CHANDRA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: G.N.

Name (in Capitals): GIDDALURI NAVEEN CHANDRA

Place & Date: Badvel, 16-01-2023

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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आयकर विभाग INCOME TAX DEPARTMENT

> जन्म की तारीख / Date of Birth

> > 19/06/2002

GN

हस्ताक्षर / Signature



GOVT. OF INDIA

भारत सरकार

ई- स्थायी लेखा संख्या कार्ड e - Permanent Account Number (e-PAN) Card DAIPG0878P नाम / Name GIDDALURI NAVEEN CHANDRA पिता का नाम / Father's name VENKATASUBBAIAH GIDDALURI जन्म की तारीख / Date of Birth 19/06/2002 लिंग / Gender Male हस्ताक्षर / Signature Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, ऑकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्टॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है। Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें) Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है। The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card. संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है। -----Cut आयकर विभाग भारत सरकार इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं: आयकर पैन सेवा इकाई, एन एस डी एल **INCOME TAX DEPARTMENT** GOVT. OF INDIA 5 वीं मंजिल, मंत्री स्टलिंग, प्लॉट नं. 341, सर्वे नं. 997/8, स्थायी लेखा संख्या कार्ड मॉडल कालोनी, दीप बंगला चौक के पास, Permanent Account Number Card पुणे - 411 016. DAIPG0878P If this card is lost / someone's lost card is found, please inform / return to : there Income Tax PAN Services Unit, NSDL Sth Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune - 411 016. GIDDALURI NAVEEN CHANDRA REGISTRAR पता का नाम / Father's Name VENKATASUBBAIAH GIDDALURI

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, click here

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in









A DESCRIPTION OF THE OWNER OWNER OF THE OWNER OWNER OF THE OWNER	Generally used abbre	viations
a/c = Account	dep = Deposit	
adj = Adjustment	Dft = Draft	rge
Amt = Amount	dish/dsh = Dishonour	
Ar = Arrear	DR = Debit	
bal = Balance	DoB = Date of Birth	
Capri = Capitalization	eft = Electronic Fund Transfer	and the
chg/ch = Charge	Inop = Inoperative	
chq = Cheque	ins = Insurance	g Instruction
Clos = Closure	int/in = Interest	ter/Wile/Husbando
coll = Collection	Ion/In = Loan	UP HAR LES STRATISTER
comm = Commission	min = Minimum	elegraphic Transfer
COR/CORR = Correction	os = Outstanding	txn 3 Transaction
CR = Credit	P & T = Postage & Telegram	Wdl = Withdrawal
csh = Cash	Pos = Point of sale	+MOD bal=total balance (SB+linked MOD alc)

भारतीय स्टेट बैंक

Savings Bank Account CIF No : 89811195815 Account No : 36842324056 Customer Name: Mr. NAVEENCHANDRA GIDDALURI

S/D/W/H/o:VENKATASUBBAIAH Address:10-4-141

> RAGHUNADHAPURAM VILL GUNTHAPALLE POST BADVEL

Phone: Email: D.O.B. (If Minor): 01/01/2002 MOP.:SINGLE Nom. Reg. No.: State Bank of India

MYDUKUR ROAD, BADVEL

Phone: 284043 Email: sa. 00792@sbi.co.in Branch Code: 792 Onte of Issue: 10/05/2017 10/05/2017 744 5991 94999 ISSC: SBIN0000 92 CR: 5160 AELP LINE ACCURATE FIRST REGISTRAR Bank Name : State Bank of India Name: NAVEEN CHANDRA GIDDALURI Account Number: 36842324056 IFSC code: SBIN<u>0000792</u>





EMPLOYMENT AGREEMENT

Date: 13-01-2023

S R METHESWAR

Appointment: Business Development Associate

Dear S R METHESWAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

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- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

SHAIK MUNEER

Appointment: Business Development Associate

Dear SHAIK MUNEER,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

anne REGISTRAR Registra









BHARAT ALUMINIUM COMPANY LIMITED P.O. - BALCO Nagar, Korba, CG

Date: 17/01/23

Name: SHWETHA N

Dear Ms SHWETHA N

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of Graduate Engineer Trainee (GET). Your Total Target Remuneration is INR 9,45,000 /- (Rupees Nine Lakhs Forty-Five Thousand only) per annum, which comprises of a fixed component of INR 7,00,000/- (Rupees Seven Lakhs only) per annum and Annual Target Bonus upto INR 2,45,000/- (Rupees Two Lakhs Forty Five Thousand only). (Refer Annexure 1 for details).

You are also entitled for a retention bonus which will be a one-time amount of INR 2,50,000/- (Rupees Two Lakhs Fifty Thousand only), payable as per policy.

You will also be covered under Vedanta Long Term Incentive Plan upto a maximum of INR 2,00,000/- (Rupees Two Lakhs only)

A detailed Offer cum Appointment Letter will be issued to you on joining the company and completion of all required formalities. The place of posting and onboarding date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the Annexure 2), Background Checks & fulfilling the following eligibility criteria:

- 60% throughout in 10th, 12th, Graduation and Post-graduation, without any backlogs at the time of selection and joining.
- Should have done full-time B.E / B.Tech / M.Tech in any discipline. No diploma entry is allowed.
- Maximum 1 year of gap between either XII & Graduation or between Graduation & Post Graduation.
- Mining: Engineers with diploma entry are eligible, maximum two-year gap is allowed between 12th and Graduation, No other gap in regular course of studies.
- Safety and Environment: two-year gap is allowed between 12th and Graduation and one year gap between Graduation and PG.

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates X, XII, UG, additional qualifications (If any)
 - Proof of your Date of Birth (preferably Aadhar Card)
 - 5 Passport size photographs
 - PAN Card & Cancelled Cheque

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best.Wishes,

Yours sincerely,

Authorized Signatory

Registered Office : Aluminium Sadan, Core 6, Scope Complex, 7 Lodhi Road, New Delhi [India] - 10043 CIN : U74899DL1965PLC004518 | Tel : 011 49166200 | Fax : 011 24320177 | Web : www.vedantalimited.com | www.balcoindicgamark

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Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 17/01/23

Name	SHWETHA N	
Company / Business Unit	Vedanta Limited	
Position / Title	Graduate Engineer Trainee (M7)	
Training Period	6 Months	
Probation Period	6 Months (Assistant Manager)	
Confirmation	Post 12 months	

Compensation Scheme

I. Total Target Remuneration from Date of Joining

. #_	Particulars	Amount (INR) Per Annum	· Notes
1	Basic	2,80,000	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
	House Rent Allowance ("HRA")	1,12,000	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation HRA is calculated at 50%/40% of the Basic pay as per location. HRA is an allowance is subject to income tax The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
m	Personal Allowance	1,69,605	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	Statutory Bonus	56,000	Bonus is paid on a monthly basis and calculated at 209 of the Basic pay, subject to income tax.
v	Uniform Allowance	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred or purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	Leave Travel Allowance ("LTA")	23,333	Leave Travel Allowance is paid on a monthly basis with tax deduction. It is governed by IT Act where one car claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of 5 days and this can be clubbed with weekly off or a paid holiday. The tax exemption can be claimed annually with submission of reguired documents.

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-	BHARAT ALUMINIUM COMPANY LIMITED P.O BALCO Nagar, Korba, CG India - 495684
69	P.O BALCO Nagar, Korba, CG
balco	India - 495684

-	#	Particulars	Amount (INR) per annum	Notes
	vıı	Provident Fund ("PF")	33,600	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
	VIII	Gratuity	13,462	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
	Fixed	i Pay	7,00,000	Sum of all above
	Performance Pay Scheme (As current)		2,45,000	The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax. Nil INR 1.171 INR 2.45 L INR 3.5 L Minimum Threshold Target Stretched
	Total	Target Remuneration	9,45,000	

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

1. Vedanta Long Term Incentive Plan ("LTIP") is a conditional share plan for rewarding talent on a pre-determined vesting criteria linked with Business Performance and Employee's Individual Performance subject to continued employment with the organization for a specified tenure. LTIP is implemented periodically, at the sole discretion of management, in which some select employees are eligible for grant of stock options based on individual performance and potential. You will be covered within 12 months of your joining or in the forthcoming LTIP grant and subsequent coverage is purely based on your performance as well as at the discretion of the management. You will be eligible for a Total Grant Value of INR 2,00,000/-

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BHARAT ALUMINIUM COMPANY LIMITED P.O. - BALCO Nagar, Korba, CG India - 495684

- You will be eligible for retention bonus of INR 2,50,000/- which will be paid in 2 instalments as follows 1 Lakh as Joining Bonus and balance 1.5 Lakhs upon completion of 24 months in the organization. Both instalments are subject to a 100% claw back if you decide to keave the organization within 24 months of date of payment.
- Target Annual Bonus: In case you leave the organization before completion of 1 year from date of joining, you
 will not be eligible for annual bonus.
- 4. LTIP and Target Annual Bonus pay out is governed by company policy
- 5. 100% compliance of company's rules, regulations, code of conduct and Group Values
- 6. Production Incentive: You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the company policy up to a maximum of INR 50,000/- per annum. This is not applicable in Corporate and Non-Unit Locations
- 7. You will be entitled to certain benefits as per company policy

For Vedanta Limited

Authorized Signatory

The provisions of this Letter of Intent have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of sulfilling eligibility criteria and clearing medical fitness tests.

SHWETHAN [NAME] ak -Tha .N [SIGNATURE]

Registered Office : Aluminium Sadan, Core 6, Scope Complex, 7 Lodhi Road, New Delhi (India) - 11 (2007) CIN : U74899DL1965PLC004518 | Tel : 011 49166200 | Fax : 011 24320177 | Web : www.vedantalimited.com | www.balcoindia.com REGISTRA





BHARAT ALUMINIUM COMPANY LIMITED P.O. - BALCO Nagar, Korba, CG

Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises:

1. Physical Examination, vision, eye (color blindness test), dental check up

- 2. HB. WBC total & Diff Count
- 3. ESR
- 4. Blood Sugar AC & PC
- 5. Fasting Lipid Profile
- 6. Ser. Creatinine
- 7. LFT
- **Urine Routine Exam** 8.
- Chest X-ray PA View 9.
- 10. ECG & TMT
- 11. Audiometry and Spirometry

In case you undergo Medical Fitness tests by a certified medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.

- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final. If declared medically unfit; the LOI stands cancelled.

The medical charges for above will be reimbursed on joining on production of original bills as per the company's policy. If declared medically unfit, the original bills can be sent to us for reimbursement.

Authorized Signatory

Registered Office : Aluminium Sadan, Core 6, Scope Complex, 7 Lodhi Road, New Delhi India) - 110053 CIN : U74879DL 1965PLC004518 | Tel : 011 49166200 | Fax : 011 24320177 | Web : www.vedantalimited.com | www.balcoingle.com



EMPLOYMENT AGREEMENT

Date: 13-01-2023

RAHUL RAMESH PAMMAR

Appointment: Business Development Associate

Dear RAHUL RAMESH PAMMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES).** Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be **INR 6,00,000** (Six lakhs only), with a fixed compensation of **INR 3,60,000** (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of **INR 2,40,000** (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the rights.







- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.









2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to at your last known address on file with the Company, and will be deemed to be given or shear day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature:

Partes

Name (in Capitals): <u>RAHUL RAMESH PAMMAR</u>

Place & Date: <u>Bangalore-(17-01-2023)</u>

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

NAVEEN NELSON W

Appointment: Business Development Associate

Dear NAVEEN NELSON W,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

ABHAY KEERTHAN KATTA

Appointment: Business Development Associate

Dear ABHAY KEERTHAN KATTA,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

AKSHAY K S

Appointment: Business Development Associate

Dear AKSHAY K S,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

DEEKSHITHA L

Appointment: Business Development Associate

Dear DEEKSHITHA L,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

MADHURA HCS

Appointment: Business Development Associate

Dear MADHURA HCS,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

MADHUSHREE C

Appointment: Business Development Associate

Dear MADHUSHREE C,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

MAHENDRA B

Appointment: Business Development Associate

Dear MAHENDRA B,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

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2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

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5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

MOHAMMED AFFAN HUSSAINI

Appointment: Business Development Associate

Dear MOHAMMED AFFAN HUSSAINI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

POORNIMA N

Appointment: Business Development Associate

Dear POORNIMA N,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

UMA BHARATHI H K

Appointment: Business Development Associate

Dear UMA BHARATHI H K,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01-2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.







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3. Probation

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You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.





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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

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L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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2. NON-COMPETE

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For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

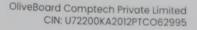
12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on address day when it would ordinarily be delivered after such posting. It is your responsibility to notify





the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

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You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.









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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.
Signature: Mal.B.K
Name (in Capitals): UMABHARATHI H.K
Place & Date: 15/01/2023, Bangalore





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REGISTRAR



EMPLOYMENT AGREEMENT

Date: 13-01-2023

UMAR HASEEB

Appointment: Business Development Associate

Dear UMAR HASEEB,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

DARAPANENI VENKATA SIVA NARAYANA CHOWDARY

Appointment: Business Development Associate

Dear DARAPANENI VENKATA SIVA NARAYANA CHOWDARY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such as the such as a such as the such as a such asuch as a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

DEEPIKA C C

Appointment: Business Development Associate

Dear DEEPIKA C C,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

ANIKET MOHAPATRA

Appointment: Business Development Associate

Dear ANIKET MOHAPATRA,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

HEBBATAM PREETHI

Appointment: Business Development Associate

Dear HEBBATAM PREETHI,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

LAVANYA B

Appointment: Business Development Associate

Dear LAVANYA B,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the	e above-mentioned terms and conditions.
Signature:	Lavter

Name (in Capitals): LAVANYA B

Place & Date: Bangalore 16/01/2023

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

SHAIK NEHA SHABREEN

Appointment: Business Development Associate

Dear SHAIK NEHA SHABREEN,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

YESHWANTH REDDY

Appointment: Business Development Associate

Dear YESHWANTH REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SAYA VAMSHI KRISHNA

Appointment: Business Development Associate

Dear SAYA VAMSHI KRISHNA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

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5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GILAKA PAVAN

Appointment: Business Development Associate

Dear GILAKA PAVAN,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS				
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 				
2.	Coloured Scanned Copy of Photographs.				
3.	PAN Card and Aadhar card Scanned Copy.				
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.				

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

KADIRI LALITHA

Appointment: Business Development Associate

Dear KADIRI LALITHA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS				
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 				
2.	Coloured Scanned Copy of Photographs.				
3.	PAN Card and Aadhar card Scanned Copy.				
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.				

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

RISHU SINGH

Appointment: Business Development Associate

Dear RISHU SINGH,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals): _____

Place & Date: _____

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ANNEXURE

S. No.	PARTICULARS				
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 				
2.	Coloured Scanned Copy of Photographs.				
3.	PAN Card and Aadhar card Scanned Copy.				
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.				

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2nd Roor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Kamataka, 560102, IN



EMPLOYMENT AGREEMENT

Date: 13-01-2023

UPPARAPALLY DIVAKAR REDDY

Appointment: Business Development Associate

Dear UPPARAPALLY DIVAKAR REDDY,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01-2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.



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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation, in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN



6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - commit any serious or repeated breach of any of your obligations under this î. Employment Agreement;
 - are responsible for any gross negligence in the performance of your duties, ii. intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - are guilty of serious misconduct which, in the Company's reasonable opinion, iii. has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is iv. likely to bring you or the Company into disrepute;
 - are convicted of any crime involving moral turpitude; vi. are in breach any of V. the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.



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- Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- not to enter any premises of the Company; and/or
 to refrain from business context.
 - to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
- 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the Autor day when it would ordinarily be delivered after such posting. It is your responsibility to posticistrar









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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of ī. the above terms and conditions which shall be binding on you.
- This Employment Agreement shall be governed by the laws of India, with the courts
- in Bangalore assuming exclusive jurisdiction on all matters hereunder. ii.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Kornatoka, 560102, IN

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: UDivakar

Name (in Capitals): UPPARAPALLY DIVAKAR REDDY

Place & Date: Hyderabad 17-01-23



support@skillvertex.com

www.skillvertex.in





OliveBoard Comptech Private Umited CIN: U72200KA2012P1C062995

2nd floor, L-147, Lokshmi Chambers, Sector B. HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS			
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 			
2.	Coloured Scanned Copy of Photographs.			
3.	PAN Card and Aadhar card Scanned Copy.			
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.			

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Support@ulearn-edu.com +91 9293051375

Dear MEKA VINEETH REDDY,

Subject: Appointment in the position of Business Development Executive

With reference to your application and subsequent interview you had with us, we are pleased to confirm your appointment for the above-said position in ULearn.

1. AGREEMENT CUM APPOINTMENT LETTER

This agreement is made between ULearn **MEKA VINEETH REDDY**, (Here in after called the "Employee") of the other part and the Joining date will be on whereas The Company is desirous of **MEKA VINEETH REDDY** as its Business Development Executive and the Employee has agreed to the terms and conditions outlined below.

2. NOW, THIS AGREEMENT WITNESSES as follows:

- Your monthly salary package will be as per the terms mentioned in this letter. Your compensation package may differ based on period reviews. This is as per the compensation policy applicable to other employees of your category in your respective departments as detailed in Annexure-1.
- The Employee shall perform such duties and exercise such powers, which may from time to time be assigned to or vested in him by the Company.
- The Employee shall, unless prevented by ill health or any unavoidable cause, during the continuanceof the term of his office, devote his whole time, attention, and abilities to the business of the Company.
- The Employee shall obey the orders from time to time of the Board of Directors of the Company and in all respects conform to and comply with the directions given and regulations made by the Board. They shall well and faithfully serve the Company to the best of their abilities and shall make their utmost endeavors to promote the interests of the Company.
- The Company may terminate this agreement at any time before the expiry of the stipulated term by giving one month's notice in writing to him. The Company can terminate your contract any time if you commit any material or persistent breach of any of the provisions contained.
- Be guilty of any default, misconduct, or neglect in the discharge of your duties affecting the business of the Company.



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3. WORKING HOURS:

Your standard working hours will be 10:00AM to 8:30 PM, Monday through Saturday. Given your position in the Company, you shall effectively perform to ensure results. You will be expected to work beyond the standard working hours to achieve the results, whenever your job so requires. Addition-ally, as mentioned in your interview process, the Company may implement staggered work shifts from time to time. In such an event, you shall abide by the change in the standard working hours as may be notified by the Company to accommodate such staggered shifts.

As per our discussion you will report to the Company on the joining date will beshortly communicated by the Company as a Business Development Executive Trainee

4. TRAINING PERIOD:

You shall be on Training Period (Internship Period) for 3 months, from the date of joining the Company. The Company reserves the right to terminate the tenure of the job upon performance or behavioral grounds. During the training/probationary period for matters related to discipline or performance, the Company reserves the right to act according to the company's policy. The salary during the months of probation will solely be dependent on performance based. Upon completing your work, you shall be receiving a stipend of up to Rs 10,000 to 12,000.

5. LEAVE:

You will be entitled to a total leave of 12 sick leaves in a year where not more than one day of leave can be redeemed per month and 12 paid leaves in a year which can be redeemed based on your performance and time with the Company. All National Holidays will be holidays for all employees. The Company reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.





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6. NOTICE PERIOD and TERMINATION:

- During the Training/Probation Period the Company reserves the right to terminate your employment and may give you compensation equivalent to one month's salary which is based on annual fixed compentation, in lieu of the notice period. In case the termination is initiated by you for pre-closure of contract, you shall serve a notice period of 3 months. Serve for a period of 1 month without pay, also compensate the Company equivalent to the last drawn three months' salary which is based on annual fixed compensate the Company equivalent to the last drawn three months' salary which is based on annual fixed compensation, in lieu of breaking the service bond contract.
- After confirmation of your service at the Company, the contract of employment is terminable by the Company. If you initiate the termination, The Company reserves the right to recover from you an amount equivalent to three months' salary which is based on annual fixed compensation, in lieu of breaking the service bond contract, subject to the release date being approved by the Company.
- If you initiate termination, it shall be treated as breach of contract and the Company may, at its discretion, relieve you from a date it may deem fit. The Company will agree to the release date in lieu of notice period. During the notice period, however, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorized to withhold/forfeit your dues and recover from you a penalty up-to the equivalent of 3 month's salary. The Company also reserves the right to legally prosecute the employee in the case of breach of contract.
- The Company may also terminate/suspend your services at its discretion at any time without giving any notice or amount in lieu of notice immediately if it has been alleged and prima facie established through preliminary internal enquiry that you have committed
- 1. Any heinous criminal act or any offence involving moral turpitude (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.),
- 2. Sexual harassment (adjudicated guilty as per the Company's policy and local laws) or
- 3. Other act that threatens or likely to damage Company's reputation or
- 4. Any misconduct Or breach of terms and conditions outlined in this contract of employment including the Company's policies.
- 5. Any activity leading to loss of business The Company also expects that you voluntarily disclose details of any of the above acts to the Company at the time of joining or during your employment with the Company, as applicable based on which the Company may terminate/suspend your services at its discretion at any time immediately upon written notice to you.



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7. BASKET OF ALLOWANCES (BOA)

The Basket of Allowances will be paid to you as part of your salary every month. The components are as follows: House Rent Allowance, Leave Travel Allowance, Medical Allowance, Transport Allowance and Telephonic Allowance. You have the flexibility of changing the amounts under each of the abovementioned heads, within your BOA, according to your preferences and income tax plan.

8. NON-DISCLOSURE AGREEMENT

During your employment, you may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this offer, you acknowledge that you must keep all this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company all its property, equipment, and documents, including but not limited to electronically stored information. You agree to assign ownership of any intellectual property rights and copyrights hereby indefinitely to the Company for all work that are done as part of your employment with the Company.





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9. NON-COMPETE AND NON-SOLICITATION

The Employee acknowledges that the restrictions on competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to the loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of

the Company. The Employee acknowledges and deems the terms and conditions of this contract, including the remuneration given hereunder, to be adequate consideration for giving the undertakings contained in this Clause.

10. EARNINGS

During Internship which spans for a period of 3 months, mentioned above,

month will be paid with monthly and quarterly incentives (Please note – In case during the internship the candidate decides to quit, our organization will not be liable to pay the above- mentioned stipend to the candidate and it is mandatory for each of the recruited candidate to complete his / her internship duration to be eligible to qualify for permanent placement and confirmation of internship completion documents.)

Post completion of Internship and based on individual performances, the intern will be inducted into the company as a permanent employee and the CTC will be revised to Business Development Executive G3.

(Refer Annexure).

Based on the performance of the employee for the next three months, they will be promoted to one of the three grades which are mentioned below in annexure





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• G 1: Gets a salary of INR 4 – 5.2 Lakhs PA.

• G 2: Gets a salary of INR 3.6 - 4 Lakhs PA.

• G 3: Gets a salary of INR 3.2- 3.6 Lakhs PA.

We hope you have a great learning experience with us and grow in the process of this role.

Thank you.

Nallagatla Vijaya Ram Gopal Founder & HR Manager ULearn

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed:

Date:

Name:





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Annexure 1

Operations Executive (G3	
Components	Per month (INR)	Annual (INR)
Base Salary	16,000	1,92,000
House Rent Allowance (HRA)	5,000	60,000
Other allowance including flexible components	1,000	12,000
Performance based Incentive (Variable)	up-to 8,000	up-to 96,000
Fixed compensation (In Hand)	22,000	2,64,000
Cost to Company (CTC)		3,60,000





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Operations Executive G2			
Components	Per month (INR)	Annual (INR)	
Base Salary	19,440	2,33,280	
House Rent Allowance (HRA)	6,210	74,520	
Other allowance including flexible components	1,350	16,200	
Performance based Incentive (Variable)	up-to 6,333	up-to 76,000	
Fixed compensation (In Hand)	27,000	3,24,000	
Cost to Company (CTC)		4,00,000	

Operations Executive G1			
Components	Per month (INR)	Annual (INR)	
Base Salary	22,600	2,59,200	
House Rent Allowance (HRA)	6,900	82,800	
Other allowance including flexible components	2,500	18,000	
Performance based Incentive (Variable)	up-to 7,500	up-to 90,000	
Fixed compensation (In Hand)	32,000	3,84,000	
Cost to Company (CTC)		4.50,000	





Name: ROSIGARI VARSHITH PRADHAN

Date: 17/01/23

Dear Mr ROSIGARI VARSHITH PRADHAN

LETTER OF INTENT

We refer to the recent discussions we had regarding career opportunities in the Vedanta Group. We are pleased to extend you a letter of intent for the position of **Graduate Engineer Trainee (GET)**. Your **Total Target Remuneration** is **INR 9,45,000 /-** (Rupees Nine Lakhs Forty-Five Thousand only) per annum, which comprises of a fixed component of **INR 7,00,000**/- (Rupees Seven Lakhs only) per annum and Annual Target Bonus upto **INR 2,45,000/-** (Rupees Two Lakhs Forty Five Thousand only). (Refer Annexure 1 for details).

You are also entitled for a **retention bonus** which will be a one-time amount of **INR 2,50,000/-** (Rupees Two Lakhs Fifty Thousand only), payable as per policy.

You will also be covered under Vedanta Long Term Incentive Plan upto a maximum of INR 2,00,000/- (Rupees Two Lakhs only)

A detailed Offer cum Appointment Letter will be issued to you on joining the company and completion of all required formalities. The place of posting and onboarding date will be communicated to you separately.

This offer is subject to you being found medically fit at the time of joining (as per the medical test attached in the • Annexure 2), Background Checks & fulfilling the following eligibility criteria:

- 60% throughout in 10th, 12th, Graduation and Post-graduation, without any backlogs at the time of selection and joining.
- Should have done full-time B.E / B.Tech / M.Tech in any discipline. No diploma entry is allowed.
- Maximum 1 year of gap between either XII & Graduation or between Graduation & Post Graduation.
- Mining: Engineers with diploma entry are eligible, maximum two-year gap is allowed between 12th and Graduation, No other gap in regular course of studies.
- Safety and Environment: two-year gap is allowed between 12th and Graduation and one year gap between Graduation and PG.

You are required to submit the following documents at the time of joining:

- Originals & Photocopies of all educational Certificates X, XII, UG, additional qualifications (If any)
- Proof of your Date of Birth (preferably Aadhar Card)
- 5 Passport size photographs
- PAN Card & Cancelled Cheque

Please sign the duplicate copy of this letter as a token of your acceptance and return the same to us.

We welcome you to the Vedanta family and wish you a rewarding and successful career ahead.

With Best Wishes,

Yours sincerely,

Authorized Signatory

REGISTRAR



Annexure 1: Compensation Breakup

Set forth below is an outline of the management compensation terms and conditions by which the undersigned parties agree to abide. The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed by candidate in any manner or form, directly or indirectly, to any person or entity without the company's consent.

Date: 17/01/23

Name	ROSIGARI VARSHITH PRADHAN
Company / Business Unit	Vedanta Limited
Position / Title	Graduate Engineer Trainee (M7)
Training Period	6 Months
Probation Period	6 Months (Assistant Manager)
Confirmation	Post 12 months

Compensation Scheme

I. Total Target Remuneration from Date of Joining

Fixed Pay			
#	Particulars	Amount (INR) Per Annum	Notes
I	Basic	2,80,000	Basic is paid on a monthly basis. Retirals are linked to this. Subject to tax.
11	House Rent Allowance ("HRA")	1,12,000	House Rent Allowance is paid on a monthly basis. HRA is provided to meet the cost of accommodation. HRA is calculated at 50%/40% of the Basic pay as per location. HRA is an allowance is subject to income tax. The exemption on HRA is covered under Section 10 (13A) of the Income Tax Act and Rule 2A of the Income Tax Rules.
III	Personal Allowance	1,69,605	Personal Allowance is paid on a monthly basis. This element has no linkage to any component of compensation / retirals. Subject to tax.
IV	Statutory Bonus	56,000	Bonus is paid on a monthly basis and calculated at 20% of the Basic pay, subject to Income tax.
v	Uniform Allowance	12,000	Uniform Allowance is paid on a monthly basis. It is granted to meet the expenditure incurred or purchase or maintenance of uniform to wear during the performance of the duties of an office. It is taxable.
VI	Leave Travel Allowance ("LTA")	23,333	Leave Travel Allowance is paid on a monthly basis with tax deduction. It is governed by IT Act where one car claim tax exemptions twice in a block of four years and should be on Privilege leave for a minimum period of S days and this can be clubbed with weekly off or a paid holiday. The tax exemption can be claimed autoutly with submission of required documents.

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#	Particulars	Amount (INR) per annum	Notes
VII	Provident Fund ("PF")	33,600	As per employee provident fund Act 1952, an employer is required to contribute minimum 12% of the Basic Salary to EPF. And equal amount will be deducted as employee contribution from monthly payroll.
VIII	Gratuity	13,462	The employer will contribute 15 days basic for every completed year of service. This will be payable when the employee leaves / superannuates. The eligibility condition is minimum 5 years of service as per the payment of Gratuity Act 1972.
Fixed	l Pay	7,00,000	Sum of all above
Perfo	ormance Pay Scheme (As currently app	licable and subject to	change as per company rules from time to time)
Target Annual Bonus		2,45,000	The objective of Performance Pay Scheme is to incentivize employees to achieve specific Group/Business and/or financial and strategic predetermined goals, within the Group's/Business risk appetite. The evaluation on the performance measures will be done on completion of the financial year (April – March). The plan and payout is linked to achievement of business and individual targets. First year payout will be pro-rated basis date of joining and an individual would be entitled to payout on completion of minimum one year of tenure with the organization. This policy is subject to management discretion and can be revised from time to time, payout is subject to tax.
			Minimum Threshold Target Stretched
Total	Target Remuneration	9,45,000	

The above Compensation and Benefits are subject to taxes, to be borne by the incumbent as per prevailing tax laws.

Other terms & conditions

1. Vedanta Long Term Incentive Plan ("LTIP") is a conditional share plan for rewarding talent on a pre-determined vesting criteria linked with Business Performance and Employee's Individual Performance subject to continued employment with the organization for a specified tenure. LTIP is implemented periodically, at the sole discretion of management, in which some select employees are eligible for grant of stock options based on individual performance and potential. You will be covered within 12 months of your joining or in the forthcoming LTIP grant and subsequent coverage is purely based on your performance as well as at the discretion of the management. You will be eligible for a Total Grant Value of INR 2,00,000/-

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- 2. You will be eligible for retention bonus of **INR 2,50,000/-** which will be paid in 2 instalments as follows 1 Lakh as Joining Bonus and balance 1.5 Lakhs upon completion of 24 months in the organization. Both instalments are subject to a 100% claw back if you decide to leave the organization within 24 months of date of payment.
- 3. Target Annual Bonus: In case you leave the organization before completion of 1 year from date of joining, you will not be eligible for annual bonus.
- 4. LTIP and Target Annual Bonus pay out is governed by company policy
- 5. 100% compliance of company's rules, regulations, code of conduct and Group Values
- 6. Production Incentive: You will be eligible for Production Incentive from Training Period onwards (in Business / Unit locations only) as per the company policy up to a maximum of INR 50,000/- per annum. This is not applicable in Corporate and Non-Unit Locations
- 7. You will be entitled to certain benefits as per company policy

For Vedanta Limited

Authorized Signatory

The provisions of this Letter of Intent have been read, are understood, and the offer is herewith accepted. I understand that my employment is contingent upon of fulfilling eligibility criteria and clearing medical fitness tests.

[NAME}	ROSIGARI VARSHITH PRADHAN	
[SIGNATURE]	Kymaling.	
[DATE]	21/01/2023	

REGISTRAR



Annexure 2: Medical Fitness Test

You are required to undergo following medical fitness tests from a certified medical practitioner of your choice and submit a report to us before joining or you may choose to undergo these tests at the time of joining at our facilities/premises:

- 1. Physical Examination, vision, eye (color blindness test), dental check up
- 2. HB. WBC total & Diff Count
- 3. ESR
- 4. Blood Sugar AC & PC
- 5. Fasting Lipid Profile
- 6. Ser. Creatinine
- 7. LFT
- 8. Urine Routine Exam
- 9. Chest X-ray PA View
- 10. ECG & T M T
- 11. Audiometry and Spirometry
- In case you undergo Medical Fitness tests by a certified medical practitioner of your choice, your submitted reports will be considered valid only once verified by our Company CMO / MO.
- You may also be required to undergo medical examination from our referred hospital at the time of joining.
- The decision of our Company CMO / MO will be considered as Final. If declared medically unfit, the LOI stands cancelled.
- The medical charges for above will be reimbursed on joining on production of original bills as per the company's policy. If declared medically unfit, the original bills can be sent to us for reimbursement.

Authorized Signatory

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SHAIK NOOR MOHAMMAD

Appointment: Business Development Associate

Dear SHAIK NOOR MOHAMMAD,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

ARIKATLA HARSHA TEJA

Appointment: Business Development Associate

Dear ARIKATLA HARSHA TEJA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GOVARDHAN YADAV BALA

Appointment: Business Development Associate

Dear GOVARDHAN YADAV BALA,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

BAYAKATI PRAVALLIKA

Appointment: Business Development Associate

Dear BAYAKATI PRAVALLIKA,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS		
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 		
2.	Coloured Scanned Copy of Photographs.		
3.	PAN Card and Aadhar card Scanned Copy.		
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.		

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

BRINDA V

Appointment: Business Development Associate

Dear BRINDA V,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

CHARAN S

Appointment: Business Development Associate

Dear CHARAN S,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited CIN. U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN



EMPLOYMENT AGREEMENT

Date: 13-01-2023

CHETAN GUPTA K

Appointment: Business Development Associate

Dear CHETAN GUPTA K,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.







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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.











6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.



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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

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L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify





L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN



the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

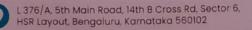
- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.



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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Chetan Signature:

Name (in Capitals): <u>CHETAN GUPTA.K</u>

Place & Date: Bangalore, 16/01/2023





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ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.







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EMPLOYMENT AGREEMENT

Date: 13-01-2023

CHIRIPIREDDY HEMANTH REDDY

Appointment: Business Development Associate

Dear CHIRIPIREDDY HEMANTH REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the malines will be a such as a such policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

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Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

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- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

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Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

DUDEKULA INTIYAZ

Appointment: Business Development Associate

Dear DUDEKULA INTIYAZ,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

ERAGADINDLA AKHILA

Appointment: Business Development Associate

Dear ERAGADINDLA AKHILA,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing the period of the company's t policies will be made available to you. REGISTRAR









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

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17. Leave Entitlement

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anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

ERAGANABOINA ABHISHEK

Appointment: Business Development Associate

Dear ERAGANABOINA ABHISHEK,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

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- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









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7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GAJULAPALLI MAHITHA REDDY MAHITHA REDDY

Appointment: Business Development Associate

Dear GAJULAPALLI MAHITHA REDDY MAHITHA REDDY,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

KANUGONDA ROHITH KUMAR

Appointment: Business Development Associate

Dear KANUGONDA ROHITH KUMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

MANIKANTA RAJ S

Appointment: Business Development Associate

Dear MANIKANTA RAJ S,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, asstated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.











3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000INCENTIVES).** Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subjectto achievement of input and output parameters in accordance with the Company's customary payroll practices.
 ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and anychanges made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

ame REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

anne REGISTRAR









- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you willdeliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.

James REGISTRAR







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to youat your last known address on file with the Company, and will be deemed to be given on the day with it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature:

Name (in Capitals): MANIKANTA RAJ S

Place & Date: Bangalore & 17/01/2023

ame REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

MERAM PRASAD

Appointment: Business Development Associate

Dear MERAM PRASAD,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

NIRUPAMA C

Appointment: Business Development Associate

Dear NIRUPAMA C,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

)ines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

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ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTC062995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN



EMPLOYMENT AGREEMENT

Date: 13-01-2023

PERUMALLA GURUSAI PREM KUMAR

Appointment: Business Development Associate

Dear PERUMALLA GURUSAI PREM KUMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

Jun REGISTRAR







6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those way rights.



L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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2nd floor, L-147, Lakshmi Chambers, Sector 8, HSR Layout, Bengaluru, Karnataka, 560102, IN

- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consult at of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to your at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









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2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: P.G.S. Bart

Name (in Capitals): PERUMALLA GURUSAI PREMKOMAR

Place & Date: 15-01-2023 , NISAYAWADA









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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Support@ulearn-edu.com +91 9293051375

Dear SAMRA FATHIMA,

Subject: Appointment in the position of Business Development Executive

With reference to your application and subsequent interview you had with us, we are pleased to confirm your appointment for the above-said position in ULearn.

1. AGREEMENT CUM APPOINTMENT LETTER

This agreement is made between ULearn **SAMRA FATHIMA**, (Here in after called the "Employee") of the other part and the Joining date will be on whereas The Company is desirous of **SAMRA FATHIMA** as its Business Development Executive and the Employee has agreed to the terms and conditions outlined below.

2. NOW, THIS AGREEMENT WITNESSES as follows:

- Your monthly salary package will be as per the terms mentioned in this letter. Your compensation package may differ based on period reviews. This is as per the compensation policy applicable to other employees of your category in your respective departments as detailed in Annexure-1.
- The Employee shall perform such duties and exercise such powers, which may from time to time be assigned to or vested in him by the Company.
- The Employee shall, unless prevented by ill health or any unavoidable cause, during the continuanceof the term of his office, devote his whole time, attention, and abilities to the business of the Company.
- The Employee shall obey the orders from time to time of the Board of Directors of the Company and in all respects conform to and comply with the directions given and regulations made by the Board. They shall well and faithfully serve the Company to the best of their abilities and shall make their utmost endeavors to promote the interests of the Company.
- The Company may terminate this agreement at any time before the expiry of the stipulated term by giving one month's notice in writing to him. The Company can terminate your contract any time if you commit any material or persistent breach of any of the provisions contained.
- Be guilty of any default, misconduct, or neglect in the discharge of your duties affecting the busines of the Company.



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3. WORKING HOURS:

Your standard working hours will be 10:00AM to 8:30 PM, Monday through Saturday. Given your position in the Company, you shall effectively perform to ensure results. You will be expected to work beyond the standard working hours to achieve the results, whenever your job so requires. Addition-ally, as mentioned in your interview process, the Company may implement staggered work shifts from time to time. In such an event, you shall abide by the change in the standard working hours as may be notified by the Company to accommodate such staggered shifts.

As per our discussion you will report to the Company on the joining date will beshortly communicated by the Company as a Business Development Executive Trainee

4. TRAINING PERIOD:

You shall be on Training Period (Internship Period) for 3 months, from the date of joining the Company. The Company reserves the right to terminate the tenure of the job upon performance or behavioral grounds. During the training/probationary period for matters related to discipline or performance, the Company reserves the right to act according to the company's policy. The salary during the months of probation will solely be dependent on performance based. Upon completing your work, you shall be receiving a stipend of up to Rs 10,000 to 12,000.

5. LEAVE:

You will be entitled to a total leave of 12 sick leaves in a year where not more than one day of leave can be redeemed per month and 12 paid leaves in a year which can be redeemed based on your performance and time with the Company. All National Holidays will be holidays for all employees. The Company reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.





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6. NOTICE PERIOD and TERMINATION:

- During the Training/Probation Period the Company reserves the right to terminate your employment and may give you compensation equivalent to one month's salary which is based on annual fixed compentation, in lieu of the notice period. In case the termination is initiated by you for pre-closure of contract, you shall serve a notice period of 3 months. Serve for a period of 1 month without pay, also compensate the Company equivalent to the last drawn three months' salary which is based on annual fixed compensate the Company equivalent to the last drawn three months' salary which is based on annual fixed compensation, in lieu of breaking the service bond contract.
- After confirmation of your service at the Company, the contract of employment is terminable by the Company. If you initiate the termination, The Company reserves the right to recover from you an amount equivalent to three months' salary which is based on annual fixed compensation, in lieu of breaking the service bond contract, subject to the release date being approved by the Company.
- If you initiate termination, it shall be treated as breach of contract and the Company may, at its discretion, relieve you from a date it may deem fit. The Company will agree to the release date in lieu of notice period. During the notice period, however, you shall cooperate with the Company in ensuring smooth and proper hand-over of your responsibilities, failing which the Company shall be authorized to withhold/forfeit your dues and recover from you a penalty up-to the equivalent of 3 month's salary. The Company also reserves the right to legally prosecute the employee in the case of breach of contract.
- The Company may also terminate/suspend your services at its discretion at any time without giving any notice or amount in lieu of notice immediately if it has been alleged and prima facie established through preliminary internal enquiry that you have committed
- 1. Any heinous criminal act or any offence involving moral turpitude (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.),
- 2. Sexual harassment (adjudicated guilty as per the Company's policy and local laws) or
- 3. Other act that threatens or likely to damage Company's reputation or
- 4. Any misconduct Or breach of terms and conditions outlined in this contract of employment including the Company's policies.
- 5. Any activity leading to loss of business The Company also expects that you voluntarily disclose details of any of the above acts to the Company at the time of joining or during your employment with the Company, as applicable based on which the Company may terminate/suspend your services at its discretion at any time immediately upon written notice to you.



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7. BASKET OF ALLOWANCES (BOA)

The Basket of Allowances will be paid to you as part of your salary every month. The components are as follows: House Rent Allowance, Leave Travel Allowance, Medical Allowance, Transport Allowance and Telephonic Allowance. You have the flexibility of changing the amounts under each of the abovementioned heads, within your BOA, according to your preferences and income tax plan.

8. NON-DISCLOSURE AGREEMENT

During your employment, you may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this offer, you acknowledge that you must keep all this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company all its property, equipment, and documents, including but not limited to electronically stored information. You agree to assign ownership of any intellectual property rights and copyrights hereby indefinitely to the Company for all work that are done as part of your employment with the Company.





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9. NON-COMPETE AND NON-SOLICITATION

The Employee acknowledges that the restrictions on competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to the loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of

the Company. The Employee acknowledges and deems the terms and conditions of this contract, including the remuneration given hereunder, to be adequate consideration for giving the undertakings contained in this Clause.

10. EARNINGS

During Internship which spans for a period of 3 months, mentioned above,

month will be paid with monthly and quarterly incentives (Please note – In case during the internship the candidate decides to quit, our organization will not be liable to pay the above- mentioned stipend to the candidate and it is mandatory for each of the recruited candidate to complete his / her internship duration to be eligible to qualify for permanent placement and confirmation of internship completion documents.)

Post completion of Internship and based on individual performances, the intern will be inducted into the company as a permanent employee and the CTC will be revised to Business Development Executive G3.

(Refer Annexure).

Based on the performance of the employee for the next three months, they will be promoted to one of the three grades which are mentioned below in annexure





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• G 1: Gets a salary of INR 4 – 5.2 Lakhs PA.

• G 2: Gets a salary of INR 3.6 - 4 Lakhs PA.

• G 3: Gets a salary of INR 3.2- 3.6 Lakhs PA.

We hope you have a great learning experience with us and grow in the process of this role.

Thank you.

Nallagatla Vijaya Ram Gopal Founder & HR Manager ULearn

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed:

Date:

Name:





Support@ulearn-edu.com +91 9293051375

Annexure 1

Operations Executive G3		
Components	Per month (INR)	Annual (INR)
Base Salary	16,000	1,92,000
House Rent Allowance (HRA)	5,000	60,000
Other allowance including flexible components	1,000	12,000
Performance based Incentive (Variable)	up-to 8,000	up-to 96,000
Fixed compensation (In Hand)	22,000	2,64,000
Cost to Company (CTC)		3,60,000





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Operations Executive G2		
Components	Per month (INR)	Annual (INR)
Base Salary	19,440	2,33,280
House Rent Allowance (HRA)	6,210	74,520
Other allowance including flexible components	1,350	16,200
Performance based Incentive (Variable)	up-to 6,333	up-to 76,000
Fixed compensation (In Hand)	27,000	3,24,000
Cost to Company (CTC)		4,00,000

Operations Executive G1		
Components	Per month (INR)	Annual (INR)
Base Salary	22,600	2,59,200
House Rent Allowance (HRA)	6,900	82,800
Other allowance including flexible components	2,500	18,000
Performance based Incentive (Variable)	up-to 7,500	up-to 90,000
Fixed compensation (In Hand)	32,000	3,84,000
Cost to Company (CTC)		4.50,000





EMPLOYMENT AGREEMENT

Date: 13-01-2023

NAVEED SHAIK

Appointment: Business Development Associate

Dear NAVEED SHAIK,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN



Date: 13-01-2023

SHILPASHREE K

Appointment: Business Development Associate

Dear SHILPASHREE K,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 **INCENTIVES).** Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR







6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.

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Skill

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature:

Name (in Capitals):

Place & Date:

anne REGISTRAR











S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

anne REGISTRAR Registra









EMPLOYMENT AGREEMENT

Date: 13-01-2023

SHRAVANI K B

Appointment: Business Development Associate

Dear SHRAVANI K B,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

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ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

SOMARA ADARSH

Appointment: Business Development Associate

Dear SOMARA ADARSH,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01-2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.





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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construction of the Company, to terminate their employment relationship with the Company.



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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- You will abide by all the rules and regulations of the Company which are in force i. from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- This Employment Agreement shall be governed by the laws of India, with the courts ii. in Bangalore assuming exclusive jurisdiction on all matters hereunder.

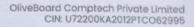
17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

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18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.
Signature:
Name (in Capitals): <u>SOMARA ADARSH</u>
Place & Date: 18-01-2023 ANATHAPURON





L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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ANNEXURE

S. No.	. PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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www.skillvertex.in support@skillvertex.com



EMPLOYMENT AGREEMENT

Date: 13-01-2023

SUDEEP RAJU

Appointment: Business Development Associate

Dear SUDEEP RAJU,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

SUPREETH K N

Appointment: Business Development Associate

Dear SUPREETH K N,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, asstated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.











3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of **INR 25,000 (INR 15,000 FIXED + INR 10,000INCENTIVES).** Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subjectto achievement of input and output parameters in accordance with the Company's customary payroll practices.
 ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and anychanges made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

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6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

anne REGISTRAR









- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you willdeliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.









2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to youat your last known address on file with the Company, and will be deemed to be given on the day with it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

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Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature:

Name (in Capitals): SUPREETH K N

Place & Date: Bangalore & 17/01/2023

ame REGISTRAR









ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

EMPLOYMENT AGREEMENT

Date: 13-01-2023

TADIBOINA YESHWANT

Appointment: Business Development Associate

Dear TADIBOINA YESHWANT,

At the outset, we welcome you to Skillvertex and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as Business Development Associate in our Company with effect from 05th-June-2023, subject to the following terms and conditions. This offer of appointment is valid until 18-01- 2023 for acceptance. If we do not hear from you by 18-01-2023 i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.

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OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

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3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work Six (6) days, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

June REGISTRAR

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6. Notice Periods

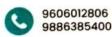
Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of those rights.

anne REGISTRAR





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- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- not to enter any premises of the Company; and/or
 to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or consultant of the Company, to terminate their employment relationship with the Company.









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2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

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You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to you at your last known address on file with the Company, and will be deemed to be given on the day when it would ordinarily be delivered after such posting. It is your responsibility to notify REGISTRAR









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the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

June REGISTRAR



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L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



www.skillvertex.in support@skillvertex.com



2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Dinesh Singh Head of Human Resource SkillVertex

I accept the ab	ove-mentioned terms and conditions.	
Signature:	9KJ	
Name (in Capita	IS): TADI BOINA YESHWANT	7
Place & Date: _	Sindbanux 17/01/2023	





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Skill

OliveBoard Comptech Private Limited CIN: U72200KA2012PTCO62995

2nd floor, L-147, Lakshmi Chambers, Sector 6, HSR Layout, Bengaluru, Karnataka, 560102, IN

ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

TARAKESHWARI M

Appointment: Business Development Associate

Dear TARAKESHWARI M,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

17. Leave Entitlement

Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR









18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS	
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications. 	
2.	Coloured Scanned Copy of Photographs.	
3.	PAN Card and Aadhar card Scanned Copy.	
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.	

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EMPLOYMENT AGREEMENT

Date: 13-01-2023

GADDE PAVANKUMAR

Appointment: Business Development Associate

Dear GADDE PAVANKUMAR,

At the outset, we welcome you to **Skillvertex** and wish you an enriching tenure with us. With reference to your application and subsequent Offer Letter, we are pleased to appoint you as **Business Development Associate** in our Company with effect from **05th-June-2023**, subject to the following terms and conditions. This offer of appointment is valid until **18-01- 2023** for acceptance. If we do not hear from you by **18-01-2023** i.e., the date on which validity of the offer expires, this offer of appointment shall be treated as withdrawn. This Employment Agreement supersedes and replaces all other communications made to you prior to the date of issue of this contract.

1. Title and duties- Business Development Associate

You will perform such duties and exercise such powers as the Company may from time to time require of you and your role will primarily entail curating & managing educational content for the Company that includes but is not limited to verifying the accuracy of content, proofreading for errors, appropriately fixing any errors in educational content, creating & developing questions & assessment papers when necessary, categorization of questions along with any other content processing activities. You acknowledge that your designation, as stated above, may be changed at the discretion of the Company depending on the work assigned to you, including at the time of promotion and progression within the Company. Your appointment shall also be subject to such statues and legal regulations as are applicable and are in force now and/or any such modifications or enactments that may come into force from time to time.

2. Place of work

You will be based in Bangalore, India. However, the Company reserves the right at any time to require you to work at any other division or location of the Company or its clients, or be transferred to any branch office, subsidiaries and associate companies, situated anywhere in India or abroad, whether existing or, which may be set up in future without notice. These assignments will be agreed with you in advance and will fall within the scope of work set out in this contract. In such case, all transfer facilities applicable per the Company's then existing policies will be made available to you.









3. Probation

You will be placed on probation for a period of 3-6 months i.e., once the 10 days of unpaid OJT has been completed from your date of joining. During the probation period you are eligible for a remuneration of INR 25,000 (INR 15,000 FIXED + INR 10,000 INCENTIVES). Your Probation Period can be extended, through a written letter provided from the Company, in case the Company is not satisfied with your performance.

4. Hours of work

We estimate that under your contract you will be required to work **Six (6) days**, fifty-four (54) hours out of the normal working week. However, you will, in addition, work such hours and days as may be necessary or appropriate from time to time to carry out your duties properly and effectively. Further, during your employment with the Company, you are expected to devote your entire time and attention to the Company's affairs and refrain from directly or indirectly engaging in any other business that will potentially conflict with the business of the Company and Your role.

5. Emoluments and taxes

- i. Your gross annual Cost to Company (CTC) will be INR 6,00,000 (Six lakhs only), with a fixed compensation of INR 3,60,000 (Three Lakhs and Sixty Thousand only) per annum (before all customary payroll deductions), payable monthly in accordance with the Company's customary payroll practices and an annual performance bonus of INR 2,40,000 (Two Lakhs and Forty Thousand only) subject to achievement of input and output parameters in accordance with the Company's customary payroll practices. ii. Your individual remuneration is strictly between yourself and the Company. It has been determined based on numerous factors such as your job, skills-specific background, and professional merit. This information and any changes made therein should be treated as personal and confidential.
- ii. You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the remuneration paid to you pursuant to your employment hereunder. You will not be eligible for any paid salary structure if you do not complete 24 days of your working period in the organisation. in total The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source as applicable.

anne REGISTRAR









6. Notice Periods

Subject to Clause 7 below, during the Probation Period, this Employment Agreement may be terminated by the Company by giving you not less than fifteen (15) days' notice in writing. During the Probation Period, if you wish to terminate this Employment Agreement, you can do so by providing the Company not less than forty five (45) days' notice in writing. Thereafter, this Employment Agreement will continue until terminated by either party giving to the other not less than forty-five (45) days' notice in writing. The tenure for the notice period starts from the date of acceptance of the resignation letter by your reporting manager. Company may, in its discretion, terminate the Employment Agreement before the expiry of the notice period, on such terms and conditions as may be decided by the Company, by making a payment of basic salary equivalent to the notice period. If you are absent for a continuous period of ten (10) days without leave or without obtaining your manager's approval, your employment will be immediately terminated by the Company for cause and without notice, in which case, you will be liable to pay to the Company an amount equal to your then current gross salary for a period of forty five (45) days in lieu of the notice required to be provided by you.

7. Termination and suspension

- 1. The Company may also terminate this Employment Agreement immediately, and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you, if you:
 - i. commit any serious or repeated breach of any of your obligations under this Employment Agreement;
 - ii. are responsible for any gross negligence in the performance of your duties, intentional non-performance or mis-performance of such duties, or refuse to abide by the orders of reporting managers, supervisors or refuse to comply with lawful directives of the Company;
 - iii. are guilty of serious misconduct which, in the Company's reasonable opinion, has damaged or may damage the business or affairs of the Company;
 - iv. are guilty of conduct which, in the Company's reasonable opinion, brings or is likely to bring you or the Company into disrepute;
 - v. are convicted of any crime involving moral turpitude; vi. are in breach any of the Company's policies and procedures;
 - vi. Willfully cause damage to Company property.

This Clause shall not restrict any other right the Company may have (whether at common law or otherwise) to terminate this Employment Agreement summarily. Any delay by the Company in exercising its rights under this Clause shall not constitute a waiver of the state rights.



- 2. Where notice of termination has been served by either party whether in accordance with Clause 6, this Clause 7 or otherwise, the Company shall be under no obligation to provide work for or assign any duties to you for the whole or any part of the relevant notice period and may require you:
- i. not to enter any premises of the Company; and/or
- ii. to refrain from business contact with any customers, clients or other employees of the Company.
 - 3. The Company may in its absolute discretion suspend you from your contract, on full salary, at any time during this Employment Agreement including during any period in which the Company is carrying out an investigation into any of your acts or defaults (or alleged or suspected acts or defaults) or where it does not require you to enter its premises and continue working on assignments under Clause 7.2 above. All applicable Clauses within this Employment Agreement shall remain in full force and effect during any period of suspension under this Clause. You will also continue to be bound by duties of good faith and fidelity to the Company during any such period of suspension.
 - 4. Upon termination of this Employment Agreement for whatever reason, you will deliver to the Company all computer devices, laptops, machines, books, documents, papers, materials and other property relating to the business of the Company which may then be in your possession or under your power or control.

8. Restraint on activities

You will not, at any time after termination of your contract, for whatever reason, represent yourself as being in any way connected with the affairs of the Company.

9. Post Termination

1. NON-SOLICITATION

i. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means solicit or attempt to solicit any business from any of the Company's Customers, Customer Prospects, or Vendors.

ii. You shall not and shall not attempt to, either personally, or through an agent or firm, directly or indirectly, during your employment and after the termination of this Employment Agreement for the period of twelve (12) months by whatever means recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee, director, iii. shareholder or construct of the Company, to terminate their employment relationship with the Company.







2. NON-COMPETE

For a period of twelve (12) months after the termination of this Employment Agreement by whatever means, you shall not without the prior written consent of the Company, work for, or consult with, any company, firm or person which is in direct competition with the Company or Company customer, customer prospect, Company partner or a vendor of the Company.

10. Publication

You shall not, during the tenure of your employment with the Company or at any time thereafter, either personally or through a third party, directly or indirectly, refer to or publish any information about, or of the Company, or defame the Company by making any derogatory statements about the Company, in any form of social media or public forums or otherwise. Breach of this Clause will entitle the Company to terminate this Employment Agreement with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you or to pursue any legal action against you, as applicable, in the event of your breach of this Clause post leaving the employment of the Company. Further, notwithstanding the above, you acknowledge that any post, comment, opinion etc. published by you on any matter in any forum, including social media, is your personal view and that the Company shall have no liability or responsibility for the same whatsoever.

11. Confidentiality

The Company requires all employees to execute a Non-Disclosure Agreement ("NDA") to protect the rights of its employees and also that of the Company while dealing with confidential information, documents, etc. The said NDA forms part of this Employment Agreement and is applicable to you. You are required to read, understand and sign the enclosed NDA in acknowledgement of your acceptance of the conditions therein.

12. Intellectual property

You agree to execute an Intellectual Property Assignment and Transfer Agreement ("IP Assignment Agreement") in favour of the Company. The said IP Assignment Agreement forms part of this Employment Agreement. You are required to read, understand and sign the enclosed IP Assignment Agreement in acknowledgement of your acceptance of the conditions therein.

13. Notices

Notice under these terms and conditions will be treated as having been given if sent by ordinary registered post, by you to the Company's registered office or by the Company to the at your last known address on file with the Company, and will be deemed to be given of the day when it would ordinarily be delivered after such posting. It is your responsibility to notify









the Company of any changes in your personal information within three (3) working days of such change being effective.

14. Retirement

You will retire from the services of the Company on attaining the age of superannuation [58 years].

15. Conditions

The offer under this Employment Agreement is conditional upon satisfactory completion of our pre-employment screening process, which includes, but is not limited to, verification of your application materials, education and employment history, references which are satisfactory to us from your previous employer(s) etc. Your employment is also contingent upon your ability to work for the Company without restriction (i.e. you do not have any noncompete obligations or other restrictive clauses with any previous employer). If, after you have started work, we are informed that you have not (in our sole discretion) satisfactorily completed pre-employment screening, or if it is found at any time during your employment with the Company that any information furnished by you is incorrect or false, and/or if you have suppressed material information regarding your qualifications and experience, the Company may terminate your services with immediate effect and with no liability to make any further payment (other than in respect of amounts accrued due at the date of termination) to you. During your employment with the Company, you explicitly agree to adhere to and be governed by all the current policies and procedures of the Company, as may be applicable to you.

16. Rules of the company in force and governing law

- i. You will abide by all the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions which shall be binding on you.
- ii. This Employment Agreement shall be governed by the laws of India, with the courts in Bangalore assuming exclusive jurisdiction on all matters hereunder.

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Full-time employees are eligible for 24 days leave per year. Additional leave entitlements include Maternity, Paternity and Bereavement leave.

anne REGISTRAR





L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





18. BYOD Framework

The Company has adopted a BYOD framework so you are required to arrange your own device (laptop / desktop) to carry out the duties on the job.

We are delighted to have you as part of our team. To confirm your acceptance of this Employment Agreement on the terms and conditions specified herein, please sign in the space specified below.

Jines

Dinesh Singh Head of Human Resource SkillVertex

I accept the above-mentioned terms and conditions.

Signature: _____

Name (in Capitals):

Place & Date: _____

anne REGISTRAR









ANNEXURE

S. No.	PARTICULARS
1.	 Professional / Educational Certificates. Payslip of Last 3 Months of previous employment (if applicable). Relieving Letter from Previous Served Company (if applicable). Graduation Certificate. Other relevant educational certifications.
2.	Coloured Scanned Copy of Photographs.
3.	PAN Card and Aadhar card Scanned Copy.
4.	Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.

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L 376/A, 5th Main Road, 14th B Cross Rd, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





Date : 27 March 2023

Dear Divakaran V,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

- Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice period you would be required to pay a compensation equal to 1 month stipend and you can be relieved from the company.

• All your information will be safe and confidential with Teachnook. Similarly, all the information acquired during the course of your employment shall remain confidential and you shall refrain from using it for your own purpose or from disclosing it to any third party.

• Upon conclusion of your employment, you will immediately return all of its property, equipment

and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear PREMNATH J,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023.**

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(Candidate's Signature)

DATE:_____

REGISTRAR



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- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear Spoorthi B S,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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SIGNATURE:

DATE:_____

MUL

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Date : 27 March 2023

Dear Kushal V,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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Date : 27 March 2023

Dear Ravindra Kiran,

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Date : 27 March 2023

Dear Veerapu Nithya,

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Date : 27 March 2023

Dear Sandeep,

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Date : 27 March 2023

Dear Bannuru Praneeth Kumar Reddy,

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Date : 27 March 2023

Dear Chaithra L M,

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Date : 27 March 2023

Dear Gagan R,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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Date : 27 March 2023

Dear Gangula Veda Samhitha,

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Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

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- 1 coloured copy of Offer Letter.
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- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Gokul M,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Gotluru Thriloknath Reddy,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear K Bhuvan Sai,

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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear KAMISETTY SAI SUPREETH,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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SIGNATURE:

(Candidate's Signature)

DATE:_____

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 Mob: +91 90190 30545 hr@teachnook.com REGISTRAR



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SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear MAHANTHI DURGA MANIKANTA SWAMYNAIDU,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **5 June 2023**.

M.D.M.S.Naidu

28/03/2023 DATE:

REGISTRAR

(Candidate's Signature)

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout,

SIGNATURE:

Bengaluru, Karnataka 560102 Mob: +91 90190 30545 hr@teachnook.com



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M.D.M.S.Naidu SIGNATURE:

DATE: 28/03/2023

(Candidate's Signature)

REGISTRAR



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SIGNATURE: M.D.M.S. Naidu

DATE: <u>28/03/2023</u>

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear MOHAMMED KHASIM,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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(Candidate's Signature)

DATE:_____

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TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear MUNTI MADUGU JUNED,

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Pre - Placement Offer :- 4 to 6 LPA (After Completion of Training)

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SIGNATURE:

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TEACHNOOK EDUTECH

14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





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TEACHNOOK EDUTECH

14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





Date : 27 March 2023

Dear Nayanashree L,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Omkar R,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

- Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice period you would be required to pay a compensation equal to 1 month stipend and you can be relieved from the company.

• All your information will be safe and confidential with Teachnook. Similarly, all the information acquired during the course of your employment shall remain confidential and you shall refrain from using it for your own purpose or from disclosing it to any third party.

• Upon conclusion of your employment, you will immediately return all of its property, equipment

and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear PATHAKAMURI BHARATH KUMAR,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 5 June 2023

Training Period : **5 June 2023 to 14 June 2023** OJT Start Date: **15 June 2023** OJT End Date: **14 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month

Incentives : INR 10000

....

Target: **180000** INR per month.

Pre - Placement Offer :- 4 to 6 LPA (After Completion of Training)

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **5 June 2023**.





SIGNATURE: P.BLMathlef

DATE:15-05-2023

Training Policy

• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice
period you would be required to pay a compensation equal to 1 month stipend and you can be relieved from
the company.

• All your information will be safe and confidential with Teachnook. Similarly, all the information acquired during the course of your employment shall remain confidential and you shall refrain from using it for your own purpose or from disclosing it to any third party.

• Upon conclusion of your employment, you will immediately return all of its property, equipment and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

REGISTRAR



We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE: P.BLMathlef

DATE:15-05-2023

ANNEXURE

As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
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- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.





SIGNATURE: P.BLMathlef

DATE:15-05-2023





TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear Racherla Pramodh Kumar,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

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• During the training period you will receive all the benefits that are entitled for trainees.

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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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SIGNATURE:

DATE:_____

(Candidate's Signature)

 TEACHNOOK EDUTECH

 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102

 Mob: +91 90190 30545
 hr@teachnook.com

MUL REGISTRAR



Date : 27 March 2023

Dear Rathna Uday Kumar Reddy,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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SIGNATURE:

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- PAN Card, Voter ID & Driving Licence Scanned Copy.
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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Ravulakollu Mahesh Kumar,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 Mob: +91 90190 30545 hr@teachnook.com REGISTRAR



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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- 2 passport size photographs.
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- Fully vaccinated report. (Covid Vaccination)

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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Soundarya C,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

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SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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Photocopies of

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- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
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Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Sowmya K,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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Photocopies of

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- PAN Card, Voter ID & Driving Licence Scanned Copy.
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Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Suma G,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Syed Faraz,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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DATE:

REGISTRAR

(Candidate's Signature)



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- 1 coloured copy of Offer Letter.
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- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear VANGANURU SAI SHANMUKHA PRIYA,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with TEACHNOOK as an Academic Counsellor.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : 19 June 2023 to 28 June 2023 OJT Start Date: 29 June 2023 OJT End Date: 28 December 2023

Location of Training: Bangalore Stipend: INR 15000 Per Month Incentives : INR 10000 Target: 180000 INR per month. Pre - Placement Offer :- 4 to 6 LPA (After Completion of Training)

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on 19 June 2023.

Khantule

SIGNATURE: (Candidate's Signature)

DATE: 30/3/23





• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice
period you would be required to pay a compensation equal to 1 month stipend and you can be relieved
from the company.

• All your information will be safe and confidential with Teachnook. Similarly, all the information acquired during the course of your employment shall remain confidential and you shall refrain from using it for your own purpose or from disclosing it to any third party.

• Upon conclusion of your employment, you will immediately return all of its property, equipment and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

· The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE: 30/3/23

REGISTRAR

(Candidate's Signature)

TEACHNOOK EDUTECH

14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Kamataka 560102 Mab: +91 90190 30545 http://diseachnook.com



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SIGNATURE:

DATE: 30/3/23

un

REGISTRAR

(Candidate's Signature)

TEACHNOOK EDUTECH



Date : 27 March 2023

Dear Pallekondu Vinay Sukumar,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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Please indicate your acceptance of this offer by signing below.

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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Kasindala Sunil,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear KUSUMA S,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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SIGNATURE:

(Candidate's Signature)

DATE:_____

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 Mob: +91 90190 30545 hr@teachnook.com REG STRAR



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SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear NIKHIL N RAJ,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

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Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000**

Target: 180000 INR per month.

Pre - Placement Offer :- 4 to 6 LPA (After Completion of Training)

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **5 June 2023**.

SIGNATURE:

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TEACHNOOK EDUTECH

14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





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SIGNATURE:

DATE:

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TEACHNOOK EDUTECH

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SIGNATURE:

(Candidate's Signature)

DATE:_____

TEACHNOOK EDUTECH

14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102





Date : 27 March 2023

Dear A EVANGELINE DIAS,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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SIGNATURE:

(Candidate's Signature)

DATE:_____

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 Mob: +91 90190 30545 hr@teachnook.com REGISTRAR



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SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear SALEM PAUL,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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SIGNATURE:

(Candidate's Signature)

DATE:_____

REGISTRAR



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SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear DILEEP S,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear THANNEERU VENKATESH,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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• Upon conclusion of your employment, you will immediately return all of its property, equipment

and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear ABHISHEK C C,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : 19 June 2023 to 28 June 2023 OJT Start Date: 29 June 2023 OJT End Date: 28 December 2023

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

DATE: 31 - March - 2023

(Candidate's Signature)

TEACHNOOK EDUTECH 14th Cross Rd. 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102 Mob. + 91 90190 30545 http://teachnook.com anne

REGISTRAR



Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care
and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

 At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice
period you would be required to pay a compensation equal to 1 month stipend and you can be relieved
from the company.

• All your information will be safe and confidential with Teachnook. Similarly, all the information acquired during the course of your employment shall remain confidential and you shall refrain from using it for your own purpose or from disclosing it to any third party.

- Upon conclusion of your employment, you will immediately return all of its property, equipment and documents including electronically stored information.
- You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.
- Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

· The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE: 31-March-2023

(Candidate's Signature)

TEACHNOOK EDUTECH 14th Cross Rd. 5th Phase, Sector 6, HSR Layout, Bengoluru, Karnataka 560102 Mob: +91 90190 30545 hr@teachnook.com anne

REGISTRAR



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records. Account Number, IFSC Code.
- · Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.

SIGNATURE:

(Candidate's Signature)

DATE: 31-March 2023







OL No: TN10247 Date : 27 March 2023

Dear ARUN S,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 5 June 2023

Training Period : **5 June 2023 to 14 June 2023** OJT Start Date: **15 June 2023** OJT End Date: **14 December 2023**

Location of Training: Bangalore

Stipend: INR 15000 Per Month

Incentives : INR 10000

Target: 180000 INR per month.

Pre - Placement Offer :- 4 to 6 LPA (After Completion of Training)

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **5 June 2023.**





SIGNATURE:

Down. 5

DATE: 01/04/2023

(Candidate's Signature) Training Policy

• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

- Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice period you would be required to pay a compensation equal to 1 month stipend and you can be relieved from the company.

• All your information will be safe and confidential with Teachnook. Similarly, all the information acquired during the course of your employment shall remain confidential and you shall refrain from using it for your own purpose or from disclosing it to any third party.

• Upon conclusion of your employment, you will immediately return all of its property, equipment and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

REGISTRAR

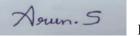
• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.



We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:



DATE: 01/04/2023

(Candidate's Signature)

ANNEXURE

As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

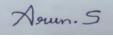
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- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.





SIGNATURE:



DATE: 01/04/2023

(Candidate's Signature)





 TEACHNOOK EDUTECH

 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102

 Mob: +91 90190 30545

 hr@teachnook.com



Date : 27 March 2023

Dear Sagar B,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

- Resignation procedure includes:- 1 month of notice period. In case, you won't be able to serve the notice period you would be required to pay a compensation equal to 1 month stipend and you can be relieved from the company.

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and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear YASHASH N,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with TEACHNOOK as an Academic Counsellor.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : 19 June 2023 to 28 June 2023 OJT Start Date: 29 June 2023 OJT End Date: 28 December 2023

Location of Training: Bangalore Stipend: INR 15000 Per Month Incentives : INR 10000 Target: 180000 INR per month. Pre - Placement Offer :- 4 to 6 LPA (After Completion of Training)

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on 19 June 2023.

SIGNATURE: Yashas . M

DATE: 28/03 2023

une

REGISTRAR

(Candidate's Signature)

TEACHNOOK EDUTECH



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

• During the training period you will receive all the benefits that are entitled for trainees.

• At any time if you wish to discontinue the training due to personal reasons, you will have to follow the company's resignation procedures.

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and documents including electronically stored information.

• You will have to cooperate with and follow all policies and practices of Teachnook for both yours and Teachnook's development.

• Post successful completion of the Training derivate, you will be prone to exciting pre-placement offers from Teachnook.

- The stipend cycle will start along with your OTT

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE: Yashas. N

DATE: 28/03/2023

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE: Yashas. N

DATE: 28/03/2023

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Abhishek K,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

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• Post successful completion of the Training tenure, you will be prone to exciting pre-placement offers from Teachnook.

• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

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- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Apoorva Ramkumar Rao,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear BHARATH MANIGANDAN S S,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023.**

SIGNATURE:

(Candidate's Signature)

DATE:_____

REGISTRAR



• Acceptance of this offer shows that you agree and are ready to perform the given responsibilities with due care and diligence; and in compliance with the management norms.

• The acceptance of this offer also shows your enthusiasm to work on a 9 hour shift from 11 am to 8pm (including breaks). You will be entitled to one day weekly off.

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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



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- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

(Candidate's Signature)

DATE:_____



TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



Date : 27 March 2023

Dear Manjunath B Rayannavar,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

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I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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• The stipend cycle will start along with your OJT.

Please indicate your acceptance of this offer by signing below.

We at Teachnook extend a warm welcome to you and look forward to a mutually beneficial experience.

SIGNATURE:

DATE:

REGISTRAR

(Candidate's Signature)



As a part of the joining process, you are requested to carry with you the following documents on the day of joining.

Photocopies of

- 1 coloured copy of Offer Letter.
- SSLC (X Std) Marks Card & 12th Marks Card.
- Degree / Diploma/ Highest qualification certificate along with marks card (any semester).
- 2 passport size photographs.
- PAN Card, Voter ID & Driving Licence Scanned Copy.
- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Mohammed Saqlain Ahammed,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

The following confirms our arrangements regarding your employment with TEACHNOOK:

Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023**.

SIGNATURE:

(Candidate's Signature)

DATE:

REGISTRAR

TEACHNOOK EDUTECH 14th Cross Rd, 5th Phase, Sector 6, HSR Layout, Bengaluru, Karnataka 560102



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- Bank Account Details: Bank Name, Your Name as per Bank records, Account Number, IFSC Code.
- Fully vaccinated report. (Covid Vaccination)

Please bring the original documents either education certificates / mark sheets (10th or 12th) or Government issued ID Card (Driving Licence/ PAN Card) for verification.



SIGNATURE:

DATE:_____

MUL

REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Shaik Muzaffar Basha,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

We believe you will be an excellent addition to our team and are very much looking forward to having you onboard.

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DATE:_____

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REGISTRAR

(Candidate's Signature)



Date : 27 March 2023

Dear Shubhashree S,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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Date : 27 March 2023

Dear Duleshwar Prasad,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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MUL

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Date : 27 March 2023

Dear G Jayanth Gowda,

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Date : 27 March 2023

Dear M Sumanth,

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Date : 27 March 2023

Dear PERAM NARASIMHA CHOWDARY,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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BANGALORE STRATEGIC SOLUTIONS PRIVATE LIMITED Registered Office: No. 6-A, Peenya Industrial Area, Phase 1, Bangalore – 560 058 Telephone No. 080-45120791 Email: <u>admin@bangalorestrategic.com</u> CIN: U72900KA2021PTC144439

19/ June/2023

Mr. Aswin Saji Sandhya Nivas, Meenadu,Nedungolam Po Kollam , Kerala 691334

Subject: Appointment for post of Graduate Engineer Trainee – Qualitty.

Dear Mr. Aswin Saji

We are pleased to offer you, the position of Graduate Engineer Trainee – Quality with **Bangalore Strategic Solutions Pvt. Ltd** on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of 19/June/2023.

2. Job title

Your job title will be Graduate Engineer Trainee – Quality and you will be an employee of BSS deployed at Surin Automotive Private Limited.

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto.

4. Place of posting

You will be posted at Surin Automotive Private Limited, 6A, Peenya Industrial Area, Phase-1, Bengaluru, Karnataka 560058. You may however be required to work at any place of business which the Company has or may later acquire.

5. Hours of Work

The normal working days are Monday through Saturday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company. You are expected to work not less than 9 hours each day, and if necessary, for additional hours depending on your responsibilities.





6. Leave/Holidays/Benefits

You are entitled to casual leaves of one day per month. Leave is applicable post completion of one month in the firm. Leaves shall not be carried forward post December.

The Company shall notify a list of declared holiday's w.r.t the client's process in the beginning of each year.

7. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time.

8. Company property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

9. Borrowing/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

10. Termination

Your appointment can be terminated by the Company, without any reason, by giving you not less than one months' prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean gross salary.

You may terminate your employment with the Company, without any cause, by giving no less than one months' prior notice or salary for unsaved period, left after adjustment of pending leaves, as on date. However, management reserves the right to not accept any compensation and ask you to serve the notice in full.

The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence or have committed any fundamental breach of contract or caused any loss to the Company.



10. 4 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

11. Confidential Information

11. 1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.

You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

At no time, will you remove any Confidential Information from the office without permission.

Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company. REGISTRAR

anne



Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

12. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

13. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent. Please note that you are an employee of BSS who is deployed at clients premises on contract. This in no way guarantees any permanent role at our clients organization.

14. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Karnataka High Court only.

15. Acceptance of our offer

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

We welcome you and look forward to receiving your acceptance and to working with you.

Yours Sincerely,

Authorized Signatory





Schedule I - Compensation Details

Name of the Employee: Mr. Aswin Saji

Designation: Graduate Engineer Trainee – Quality

Salary Structure

Basic Salary	1,08,600
House rent allowance	43,440
Special allowance	19,200
Conveyance allowance	19,428
Gross Salary	1,90,668
Gross Salary PF Contribution	1,90,668 19,140

Note: You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.

Salary will be processed on or before the 7th of every month.





Date : 27 March 2023

Dear BHIMUNIPATI VEDA NARASIMHA KUMAR,

Our hiring team was positively excited to get to know you over the interview call. It is our pleasure to offer you a position with **TEACHNOOK** as an **Academic Counsellor**.

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Date of Joining : 19 June 2023

Training Period : **19 June 2023 to 28 June 2023** OJT Start Date: **29 June 2023** OJT End Date: **28 December 2023**

Location of Training: Bangalore Stipend: INR **15000** Per Month Incentives : INR **10000** Target: **180000** INR per month. Pre - Placement Offer :- **4 to 6 LPA (After Completion of Training)**

I have read and understood the terms and conditions and I accept this offer, as set forth above, with Teachnook, and will report on **19 June 2023.**

SIGNATURE:

(Candidate's Signature)

DATE:_____

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